

## SERVICES/CONSULTING AGREEMENT

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Between

**Tampa Sports Authority**

(hereinafter referred to as "Authority")

Tampa Sports Authority

4201 North Dale Mabry Highway

Tampa, Florida 33607

AND

**RSA Consulting Group, LLC** (hereinafter referred to as "Consultant")

707 N. Franklin Street, 6<sup>th</sup> Floor

Tampa, FL 33602

[ron@rsaconsultingllc.com](mailto:ron@rsaconsultingllc.com)

This Services/Consulting Agreement ("Agreement") shall be in effect as of October 1, 2019 ("Effective Date") and is for the performance of services relating to September 30, 2022.

### RECITALS

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

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

**NOW, THEREFORE**, for good and valuable consideration, the adequacy of which both parties acknowledge, Consultant and Authority agree as follows:

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

It is understood that Consultant is free to perform similar services for other parties while under contract with the Authority so long as the requirements of this Agreement are satisfied.

ARTICLE II. SCOPE OF SERVICES. Services to be performed:

1. Consultant agrees to provide representation in connection with and before state legislative and administrative bodies and agencies with respect to legislation and executive department decisions affecting or potentially affecting Authority.
2. Consultant agrees that a substantial part of its services shall consist of advocacy and monitoring, analyzing, consulting and reporting on state governmental matters in general, whether or not connected with specific legislative or administrative proposals.
3. Consultant shall take direction from the President of the Authority, or its Board of Directors, but not from any individual member thereof, unless authorized by vote of the Board.
4. Consultant shall provide liaison and advisory services to the Authority in connection with the Authority's relationship with all state governmental agencies, departments, and elected official.
5. Consultant shall research, track and report legislative issues relevant to the Authority, public stadia, public agencies, independent special districts and public facilities.
6. Consultant shall coordinate with the President on all matters and shall keep General Counsel informed.
7. Consultant shall be fully responsible for and shall insure compliance by Consultant and the Authority with all laws, rules and regulations governing lobbying/governmental liaison activities, and shall file all required reports, disclosures, and the like.
8. All services provided by Consultant shall be performed by Ron Pierce personally unless another person is specifically approved by the President in advance.
9. Consultant shall keep all confidential information obtained from the Authority as confidential and shall not disclose same unless specifically authorized by the President or General Counsel.
10. Time is of the essence in the performance of this Agreement.

ARTICLE III. TERM. Unless terminated earlier under other provisions hereof, the term of this Agreement shall extend from the Effective Date until September 30, 2022, or until both parties agree the work is completed and that the Agreement may be terminated. Upon the conclusion of the initial Term, Authority may, at its option, renew or extend this Agreement for two (2) additional term(s) of one (1) year each. Otherwise, this Agreement may only be extended beyond the initial Term upon the written agreement of both parties.

ARTICLE IV. PAYMENT. For such services, Authority agrees to pay to Consultant as follows a monthly fee of \$2,350/month ("Monthly Fee").

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

The Monthly Fee for the 2 additional 1-year options is outlined above. At the conclusion of initial term, the Monthly Fee may be increased by a mutually agreement upon amount for each extension year.

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

ARTICLE V. TERMINATION. This Agreement can be terminated immediately by Authority if at any time the Consultant does not perform the obligations of this Agreement to the satisfaction of the Authority, as determined in the sole discretion of the Authority. Notwithstanding termination of this Agreement, the provisions of this Agreement regarding public records and records retention survive termination.

ARTICLE VI. INDEMNITY AND INSURANCE.

1. Indemnification:

- a. It is agreed that this is not a construction contract under Section 725.06, Florida Statutes, or a Design Professional Contract under Section 725.08, Florida Statutes.
- b. Consultant shall defend at his or her expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers, Hillsborough County, Florida, RJS Stadium, a Commercial Condominium, and the City of Tampa (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages whether or not a lawsuit is filed, including costs, expenses, attorneys' and experts' fees, prior to and at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death, sustained or asserted to have been sustained by any

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persons or entities, which damage or injuries are alleged or claimed to have arisen, in whole or in part, directly or indirectly through or in connection with:

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

2. Insurance:

- a. During the life of this Agreement, Licensee shall provide, pay for, and maintain with insurance companies satisfactory to the Authority the types of insurance described in **Exhibit A**.
- b. Notification. Thirty (30) days prior written notice by certified or registered mail shall also be given to:

**Tampa Sports Authority**  
**4201 N. Dale Mabry Highway**  
**Tampa, Florida 33607**

as to cancellation of any policy and any change that will reduce the insurance coverages required in this Agreement except for the application of the Aggregate Limits Provisions. Should at any time the Licensee not, in the reasonable opinion of the Authority, provide or maintain the insurance coverages required in this Agreement, the Authority may terminate or suspend this Agreement.

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

This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall

be in Hillsborough County, Tampa Division. Venue for any action brought in Federal Court shall be in the Middle District of Florida, Tampa Division.

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

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

ARTICLE X. LICENSES. It is the responsibility of the Consultant to have a current and valid Occupational License and all other licenses and permits required or necessary to perform the Services hereunder and to provide a copy of same to the Authority.

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

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

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

ARTICLE XIII. DISPUTES/ATTORNEYS FEES. In the event of a dispute arising under or relating to the enforcement or interpretation of this Agreement, in any lawsuit brought by a party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs,

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including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

**ARTICLE XIV. WAIVER OF JURY TRIAL. BOTH PARTIES DO HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS TO ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

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

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

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

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

1. Keep and maintain public records required by the Authority to perform the service required under this Agreement.
2. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the consultant does not transfer the records to the Authority.

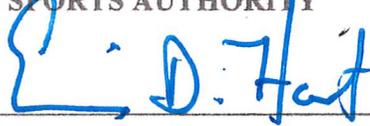
4. Upon completion of the Agreement, transfer, at no cost, to the Authority all public records in possession of the Consultant or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the Authority upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.
5. A request to inspect or copy public records relating to this contract must be made directly to the Authority. If the Authority does not possess the requested records, it shall immediately notify Consultant of the request, and Consultant must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.
6. If Consultant does not comply with the Authority's request for records, the Authority shall enforce these contract provisions in accordance with the Agreement.
7. If Consultant fails to provide requested public records to the Authority within a reasonable time, Consultant may be subject to penalties under Section 119.10, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

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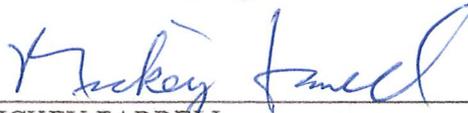
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Tampa, Florida on the dates indicated below.

TAMPA SPORTS AUTHORITY



Eric Hart  
PRESIDENT/CEO

DATE: 8/5/19



MICKEY FARRELL  
Sr. Vice President of Stadium Operations

DATE: 8/6/19

*Approved as to form and legal sufficiency:*



General Counsel, Tampa Sports Authority

DATE 8-8-19

RSA CONSULTING GROUP, LLC

BY



Ron Pierce  
President/CEO

DATE: 7/11/19

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

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During the life of this Agreement, the Licensee shall provide, pay for, and maintain with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and "A" rated by AM Best. **All Liability Policies shall provide that the Tampa Sports Authority, the City of Tampa, and Hillsborough County, and RJS Stadium – A Commercial Condominium are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth herein as to the operations of the Licensee under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by The Authority and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified mail shall be given the Authority of any cancellation or reduction in the policies' coverage except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Licensee shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairment(s) to the Aggregate Limit, the Licensee shall promptly authorize and have delivered such statement to the Authority. Licensee shall make up any impairment when known to it. The Licensee authorizes the Authority and its Insurance Consultant to confirm all information furnished the Authority, as to its compliance with its insurance carriers. As to the operations of the Licensee, all insurance coverage of the Licensee shall be primary to any insurance or self-insurance program carried by the Authority.

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 Certificate of Insurance are in compliance with the Agreement requirements.

No operations under this Agreement shall commence at the site until the required Certificate of Insurance is received and has been approved by the Authority. Evidence of such insurance approval will be provided to Licensee by the Authority in a Notice to Proceed.

If any General Liability Insurance required herein is to be issued or renewed on a "occurrence" form as opposed to the "claims made" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

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. Thirty (30) days prior written notice by certified or registered mail shall also be given to:

**Tampa Sports Authority**  
**4201 N. Dale Mabry Hwy.**  
**Tampa, Florida 33607**

As to cancellation of any policy and any change that will reduce the insurance coverage required in this Agreement except for the application of the Aggregate Limits Provisions.

Should at any time the Licensee not, in the opinion of the Authority, provide or maintain the insurance coverage required in this Agreement, the Authority may terminate or suspend this Agreement.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

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## INSURANCE COVERAGE AND LIMIT REQUIREMENTS

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1. **Workers' Compensation and Employers' Liability** shall be maintained in force during the term of this Agreement for all employees of Licensee engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The Licensee shall provide proof of coverage which includes a waiver of subrogation in favor of the Authority. The amount of the Workers' Compensation and Employers' Liability Insurance shall not be less than:

<b>Florida Statutory Requirements:</b>	<b>\$500,000 Limit Each Accident</b> <b>\$500,000 Limit Disease Aggregate</b> <b>\$500,000 Limit Disease Each Employee</b>
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Should the Licensee have reason to believe they are exempt or have questions related to Workers' Compensation Liability Insurance, they should visit the State of Florida's Division of Workers' Compensation website at:

<https://www.myfloridacfo.com/Division/wc/employer/Exemptions/default.htm>.

If the Licensee is eligible for an exemption, it must be applied for at address above. A copy of the Certificate must also be provided to the Authority.

2. **Commercial General Liability Insurance** shall be maintained by the Licensee. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for the Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, 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, Personal Injury, & Property Damage Liability:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence and Aggregate</b>
<b>\$1,000,000</b>	<b>Each occurrence and Aggregate for Liability under this Specific Agreement. The Aggregate limits shall be separately applicable to this specific engagement.</b>

Should the Licensee's General Liability Insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

**Bodily Injury, Personal Injury & Property Damage Liability:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
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3. **Professional Liability Insurance**, if applicable, shall be maintained by the Licensee indemnifying the Authority against liability arising out of acts and omissions in the furnishing of professional services pursuant to this proposal, with limits not less than:

**Professional Liability:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence and Aggregate</b>
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