

Hillsborough County Aviation Authority

PROPERTY AND LIABILITY INSURANCE BROKER SERVICES  
CONTRACT

COMPANY: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

Term Date: May 7, 2020 through September 30, 2023

Board Date: May 7, 2020

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EXHIBIT A SCOPE OF SERVICES

## HILLSBOROUGH COUNTY AVIATION AUTHORITY

This Property and Liability Insurance Broker Services Contract (Contract) is made and entered into this \_\_\_ day of May 2020 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 (Authority), and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation, authorized to do business in the State of Florida, (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. **Account Manager:** Company's representative responsible for monitoring, coordinating and overseeing the Services under this Contract with regard to the quality performed, the manner of performance, and Authority satisfaction with performance levels.
- C. **Airports:** Tampa International Airport, Peter O. Knight Airport, Tampa Executive Airport and Plant City Airport, collectively.
- D. **Annual Fixed Fee:** The annual agreed upon amount the Authority will pay Company during a Contract Year for Services performed in accordance with this Contract, excluding earned Performance Incentives.
- E. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- F. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- G. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- H. **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 Proposals (RFP) No. 78007, Property and Liability Insurance Broker Services, dated January 10, 2020, and all its addenda; and Company's response to RFP No. 78007, Property and Liability Insurance Broker Services, and any subsequent information submitted by Company during the evaluation process.

- I. **Contract Year:** The period of time from the Contract Effective Date to the first anniversary of the Contract Effective Date and subsequent years thereafter for the full Term of this Contract.
- J. **Corporate Representative:** The individual employee of Company responsible for monitoring this Contract and coordinating support for at the corporate level to ensure compliance with the terms and conditions of this Contract.
- K. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- L. **Liability Insurance:** Insurances for airport owners/operators general; excess; business automobile; public officials including employment practices; liability terrorism; fuel tanks pollution & remediation; and law enforcement.
- M. **Performance Incentives:** Payments made based on an annual evaluation following the completion of each Contract year on September 30<sup>th</sup>. Payments will be adjusted against the Annual Fixed Fee as described in Exhibit A, Scope of Services.
- N. **Personnel:** Individuals who are directly employed or contracted by Company to perform the Services at the Airports.
- O. **Property Insurance:** Insurances for fire and allied risk; windstorm; hurricane; flood; equipment; and inland marine, including fine arts, commercial crime, and property terrorism.
- P. **Risk Management Manager:** Authority contact person responsible for notifying Company regarding required Services and Company's primary contact for all Services under this Contract.
- Q. **Services:** The services as detailed in Exhibit A, Scope of Services.
- R. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

## 1.02 Exhibits

The following Exhibit is attached hereto and is hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibit may be modified from time to

time by letter to Company without formal amendment to this Contract.

A. Exhibit A, Scope of Services

ARTICLE 2

SCOPE OF SERVICES

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

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 May 7, 2020 and will continue through September 30, 2023 unless terminated earlier as provided herein.

3.03 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for one, two year period at the discretion of CEO. Such renewal will be effective by issuance of a written letter to Company by Authority. If all such renewal options are exercised and approved by CEO, this Contract will have a final termination date of September 30, 2025.

3.04 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 Fees

Company will receive a flat Annual Fixed Fee to be paid in equal quarterly installments for the Services specified in this Contract.

4.02 Payment of Insurance Premiums

Advance payment to Company for all premiums for Liability Insurances and Property

Insurances placed by Company on behalf of the Authority must be invoiced by Company upon initiation of the coverage. Authority will remit payment for the premiums to Company. Company must then make the applicable premium payment(s) to the respective insurer(s) within 10 business days of receipt from Authority and in accordance with the terms and conditions of the insurance policy or this Contract.

All premium refunds received by Company for policies issued on behalf of the Authority must be returned to the Authority within 10 calendar days of receipt by Company.

#### 4.03 Outside Compensation

Company is prohibited from accepting any payment from any sources other than the Annual Fixed Fee paid by the Authority for placing the Authority's coverage. On an annual basis Company must provide a statement on company letterhead and signed by an official of the company authorized to do so, attesting that no payments other than the Authority Annual Fixed Fee payment were received in connection with the Authority insurance coverage during the previous 12 month period. Company will provide such statement to Authority by January 15<sup>th</sup> of each year.

#### 4.04 Invoices

Company will submit its initial invoice for the Annual Fixed Fee no earlier than October 1, 2020. The initial invoice will cover the period beginning May 7, 2020 through December 31, 2020. The initial period is longer to account for additional time broker will need to solicit proposals for October 1, 2020; however, the amount invoiced shall be the same as the other quarterly invoices. Thereafter each quarterly invoice, beginning with January 1, 2021, must be submitted within the first 10 calendar days of each quarter and will cover all Services to be provided in the upcoming quarter. Company must include a quarterly report summarizing the Services provided with each invoice. The Authority payment schedule for invoices is net 30 Days from receipt of the invoice.

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.

#### 4.05 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](http://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.

4.06 Prompt Payment

Company must pay any of its subcontractors(s) who have submitted verified invoices for work 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.

4.07 Performance Incentive

Company will provide to the Authority Risk Management Manager on or before January 30<sup>th</sup> of each year a completed annual broker performance self-evaluation form summarizing Services provided as detailed in Exhibit A, Scope of Services, for the previous year.

ARTICLE 5

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 6

QUALITY ASSURANCE

Company will be solely responsible for the quality of all work 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 7

NON-EXCLUSIVE

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



## ARTICLE 8

### INDEMNIFICATION

8.01 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, procedures, liens, expenses, losses, costs, 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), errors, 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, Advisory Circular, 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;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents employees, and volunteers.

8.02 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, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief 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), errors, 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, Advisory Circular, 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;

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. This defense obligation expressly applies, and shall be construed to include, any and all claims caused by the negligence, acts or omissions, of the Authority, its members, officers, agents, employees and volunteers.

- 8.03 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.
- 8.04 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- 8.05 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.

- 8.06 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.
- 8.07 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.
- 8.08 If the above Articles 8.01 through 8.07 or any part of Articles 8.01 through 8.07 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 9

### ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

- 9.01 **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 six years after the end of the Term of this Contract. Records include, but are not limited to, documentation to support billings to the Authority 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.
- 9.02 **Financial Reports**  
Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.
- 9.03 **Authority Right to Perform Audits, Inspections, or Attestation Engagements**  
At any time or times during the Term of this Contract or within three (3) 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. All such records shall be kept for a minimum period of six (6) years after the close of each Contract Year. 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. Company agrees that costs incurred will be pursuant to Authority Policy P412, Travel and Business Development Expenses. 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 that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day for each record requested that is not received. Such damages may be assessed beginning on the fifteenth (15<sup>th</sup>) day following the date of the initial request and the eighth (8<sup>th</sup>) day following the date of all subsequent requests. Accrual of fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

If, as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent (3%) for the period reviewed, 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.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. 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 10

INSURANCE

10.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event the Company becomes in default of the following requirements the 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 the Authority, members of the Authority's governing body, and the Authority officers, volunteers, and employees are included as additional insureds.

10.02 Required Coverage – Minimum Limits

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of 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

B. Commercial General Liability Insurance

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 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, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. Completed operations coverage in the amount of \$1,000,000 will be maintained for a period of five (5) years from the date of termination of 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

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 are:

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

D. Waiver of Subrogation

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

E. Professional Liability Insurance

The minimum limits of Professional Liability insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Contract.

The minimum limits of coverage are:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

10.03 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](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 11

NON-DISCRIMINATION

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

- A. 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.

- B. 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 this 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:
1. 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);
  2. 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);
  3. 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);
  4. 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;
  5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  6. 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);
  7. 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);
  8. 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;

9. 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);
  10. 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;
  11. 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
  12. 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).
- C. 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.
  - D. 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 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.
  - E. 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.
  - F. Company will include the provisions of Paragraphs A through E 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.

- G. 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 12

### WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCE AND PARTICIPATION

#### 12.01 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.

#### 12.02 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.

#### 12.03 W/MBE Goal

- A. W/MBE Goal: No specific goal 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 (FLUCP) 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 13

### 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 14

### 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 performing under 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 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 15

### DISPUTE RESOLUTION

#### 15.01 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 or dispute 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 the claimant 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 this Contract 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.

#### 15.02 Resolution of Claims and 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 days (5) after a claim or dispute is submitted in writing, the Company's representatives who have authority to resolve the claim or dispute shall meet with Authority representatives who have authority to resolve the claim or dispute in a good faith attempt to resolve the claim or 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 claim or dispute, 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 claim or dispute occurs, in an attempt to resolve the claim or dispute and any other identified disputes or unresolved issues that may lead to a claim or dispute. The 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 claim or dispute 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 or dispute in writing within twenty one (21) days following the Second Meeting or receipt of additional information requested.

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

- B. Prior to the initiation of any litigation to resolve claim or disputes between the Parties, the Parties will make a good faith effort to resolve any such claims or 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 16

### 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 17

### 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 18

### 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 fifteen (15) days from the date of written notice.

## ARTICLE 19

### COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

**IF THE 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](mailto: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 20

### 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 by written instrument signed by the Parties hereto.

ARTICLE 21

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 days after depositing such notice or communication in a postal receptacle, or one 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)  
Arthur J. Gallagher Risk Management  
Services, Inc.  
200 S. Orange Avenue, Suite 1350  
Orlando, FL 32801  
Attn: Michael Gillion, Area President

**OR**  
(HAND DELIVERY)  
Hillsborough County Aviation Authority  
Tampa International Airport  
4160 George J. Bean Parkway  
Suite 2400, Administration Building  
Tampa, Florida 33607-1470  
Attn: Chief Executive Officer

(HAND DELIVERY)  
Same

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 22

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 23

### SUBORDINATION TO TRUST AGREEMENTS

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 24

### 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 25

### 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 (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 such employee's Badge must be returned to Authority promptly.

#### ARTICLE 26

##### 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 27

##### PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### ARTICLE 28

##### 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 29

##### RIGHT TO AMEND

In the event that the United States Governments including but not limited to the FAA and TSA or their 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 for the Authority to obtain such funds.

#### ARTICLE 30

##### TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

#### ARTICLE 31

##### 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 32

##### 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 33

##### AGENT FOR SERVICE OF PROCESS

Company agrees 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 the State of Florida, or is a foreign corporation, then Company designates 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. Company agrees that if for any reason service of such process is not possible, and Company does not have a 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, delivery by Federal Express. 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. Company 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 34

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 35

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 36

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 37

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 38

MISCELLANEOUS

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

ARTICLE 39

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 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 40

##### ORDER OF PRECEDENCE

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

[The remainder of this page was intentionally left blank]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HILLSBOROUGH COUNTY AVIATION  
AUTHORITY**

ATTEST: \_\_\_\_\_  
Jane Castor, Secretary

BY: \_\_\_\_\_  
Gary W. Harrod, Chairman

Address: PO Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Approved as to form for legal sufficiency:**

BY: \_\_\_\_\_  
David Scott Knight, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Jane Castor, 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

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

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

**ARTHUR J. GALLAGHER RISK  
MANAGEMENT SERVICES, INC.**

Signed in the Presence of: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City/State/Zip

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

at \_\_\_\_\_, a \_\_\_\_\_, on its behalf \_\_\_\_\_  
(Company Name) (type of company) (He is / She is)

\_\_\_\_\_ known to me and has produced \_\_\_\_\_  
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

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

EXHIBIT A  
SCOPE OF SERVICES

This Scope of Services details the type of Services and deliverables that may be requested by Authority from Company. Company agrees to provide the Services required under this Contract and as specifically described in this Scope of Services. Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add Services. Upon completion of any expansion, reduction, or modification in the Services, such changes will be included in the Contract by letter to Company without the need for formal amendment of the Contract.

1.01 Property Insurance and Liability Insurance Broker Services

The following services must be provided by Company.

- A. Keep in force all licenses and permits required to perform insurance broker services.
- B. Design specifications for the insurance program and market the program for coverage when instructed to do so by the Authority, including assisting the Authority in the completion of all applications, documents and gathering data which may be requested by insurance companies.
- C. Represent the Authority in all negotiations with insurers, underwriters and other parties with regard to the insurance program.
- D. Monitor legislative changes at local, state, and federal level, and notify and advise Authority with respect to any pending legislation which may impact Authority insurance and risk management programs.
- E. Provide the Authority with a summary of various insurance program options, including but not limited to: limits, coverages, retention levels, terms, conditions, payment options and self-insurance.
- F. Request quotes from various insurance companies and other parties, analyze proposals received, negotiate changes for the benefit of the Authority and verify the reasonableness of the price for the coverage provided, and provide to Authority in advance of Authority Board meetings, as may be required.
- G. Ensure insurance policies are placed with reputable and financially responsible insurers based on AM Best ratings and other criteria as approved by the Authority.
- H. Keep the Authority informed of all changes in the rating of the insurers and provide recommendations should AM Best ratings change during the policy term.
- I. Submit all premiums/payments to carriers and other parties. All payments/premiums will be made to the Company.
- J. Identify whether coverage gaps exist and provide recommendations on how to mitigate.
- K. Provide to the Authority, on an annual basis, copies of computer catastrophe modeling studies to be used in the marketing of the Property Insurance program.
- L. Monitor the conditions of the insurance marketplace and report to the Authority Risk Management Manager or designee on how such conditions may affect Authority insurance policies.

EXHIBIT A  
SCOPE OF SERVICES

- M. Accompany insurer's representatives as they make site inspections. Review and comment on insurer loss control activities and provide recommendations for improvements.
- N. Perform quarterly analysis of claims reports to spot trends and offer recommendations as to how to curb potential future losses.
- O. Develop loss control and claims management strategies and programs.
- P. Provide Authority with educational training, seminars, communication materials and research and analysis of loss trends.
- Q. Attend claims review meetings to ensure effective claims management and accuracy of reserves.
- R. Coordinate claim information with designated adjusters.
- S. Assist Authority with emergency procedures and disaster planning.
- T. Assist Authority with claim and coverage disputes.
- U. Attend quarterly claim review meeting for liability claims.
- V. Perform periodic analysis of Authority claims reports to spot trends and offer advice as to steps to curb potential future losses.

1.02 Account Manager Responsibilities:

The following responsibilities are applicable for the Account Manager.

- A. Be responsible for communication with the Authority and, along with any other team members assigned, be available on a daily basis to the Authority for advice and consultation on insurance program related issues and concerns.
- B. Attend Authority Board Meetings and be prepared to present and discuss the proposed insurance program, as may be required.
- C. Attend meetings related to the insurance program with Authority staff and other parties, as requested.
- D. Maintain an office in the State of Florida.
- E. When instructed to do so by the Authority, administer the placement of coverage and provide original binders, policies and endorsements as required in the timetable specified by the Authority.
- F. Monitor claim files and maintain a claim tracking system that is assessable to Authority staff.
- G. Provide extensive review of binders and policies including verification of conformity to specifications.
- H. Make recommendations to the Authority as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet Authority needs and objectives.
- I. Provide analysis and recommendations as to the most cost effective means for addressing exposures at the Airports.
- J. Coordinate annual and any other required claims meetings with Authority staff



EXHIBIT A  
SCOPE OF SERVICES

- and a representative of the underwriters.
- K. Act as a liaison between the Authority and the insurance carriers to resolve claims.
  - L. Assist Authority in reporting claims to insurers, gathering data needed to report such claims, and monitoring the handling and disposition of the claim to assure that Authority's rights are fully protected.
  - M. Prepare and submit all benchmarking data, insurance program statistics, and insurance program overview on behalf of Authority in compliance with any applicable deadlines.
  - N. Advise the Authority, when requested, on coverage application to specific claims.
  - O. Consult with the Authority regarding the proposed claims counsel the insurance company plans to use for any claim.

1.03 Performance Incentives

- A. Company's compensation will be set as an Annual Fixed Fee.
- B. Company's final compensation will be adjusted based on the annual self-evaluation tables below.
- C. Company will complete a broker performance self-evaluation form on an annual basis for review and scoring by Authority. Performance related to the services outlined in this Exhibit A, Scope of Services will be the primary subject of such annual self-evaluations.
- D. Company will submit completed annual self-evaluations to the Authority Risk Management Manager on or before January 30<sup>th</sup> of each year.
- E. Company's annual self-evaluation score will start at 100 at the beginning of each applicable Contract Year.
- F. Authority will complete its assessment of the Company's annual self-evaluation within thirty (30) calendar days from the date the Authority Risk Management Manager receives the completed annual self-evaluation form from the Company. Any indicated adjustment shall be based on the relevant annual adjustment as noted in the annual self-evaluation tables below. If the indicated adjustment yields a negative amount, the Authority will deduct the full amount from the next annual payment due for Services. If the indicated adjustment yields a positive amount, Company will add the full amount to the invoice for the next annual payment due for Services and Authority will pay Company the full amount invoiced.
- G. Company will have the right and opportunity to ask Authority for an explanation of scoring received on any item(s).
- H. Company may provide Authority with evidence of items Company would like Authority to consider for scoring.
- I. Scoring of Company's performance will be performed and assessed by Authority and submitted to Company for their concurrence. If Authority and Company cannot agree on any scoring items, they will be submitted to the Authority's

EXHIBIT A  
SCOPE OF SERVICES

insurance consultant who will make the final determination of the evaluation score for such items.

J. Annual Self-Evaluation Tables:

Annual Self-Evaluation Score	Adjustment to Fixed Fee
Over 120	+10%
110-119	+5%
90-109	0%
80-89	-5%
79 & Below	-10%

The Company's annual evaluation score may be credited points in accordance with the schedule outlined below.

CRITERIA	MAXIMUM POINT ALLOWABLE FOR CRITERIA*
Introduction of a program innovation or concept that is adopted by Authority	5
Provide a technology solution to a problem	5
Introduce a program enhancement not utilized previously by Authority	2
Assist Authority in addressing regulatory issues which may impact Authority	2
Provide Authority support and assistance with enterprise risk management initiatives	2
Exceed contracted duties and responsibilities, as determined by Authority	5
Obtain insurance program renewal results more favorable than mutually agreed results**	5

\*There is no limit on the number of points Company may be awarded in any annual evaluation period for multiple incidents in which any of the above criteria are triggered.

\*\*The baseline will be established utilizing a weighted average of the CIAB Quarterly Survey for the Southeast, for the two quarters preceding the policy renewal, as determined by Authority.

The Company's annual evaluation score may be deducted points in accordance with the schedule outlined below.

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CRITERIA	MAXIMUM POINT DEDUCTION PER INCIDENT
Failure to meet deadlines or provide prompt responses to Authority requests to the satisfaction of Authority (a maximum of 6 points may be deducted in any one evaluation period)	2
Failure to disclose compensation from intermediaries as described in Article 4, Fees and Payments, Section 4.03, Outside Compensation of this Contract	3
Failure to comply with Excess Intermediary Compensation guidelines as set forth in Article 4, Fees and Payments, Section 4.03, Outside Compensation of this Contract	3
Failure to disclose any source of compensation as indicated in Article 4, Fees and Payments, Section 4.03, Outside Compensation of this Contract	3
Failure to maintain a valid "Opt-Out" agreement exempting insurance premiums paid by Authority from contingent commission calculations as required in Article 4, Fees and Payments, Section 4.03, Outside Compensation of this Contract	5
Binding insurance coverage(s) without the approval of the Authority Risk Management Manager or designee	10
Failure to remit premium payments to carrier within carrier's guidelines	2
Failure to provide invoices in accordance with Article 4, Fees and Payments, Section 4.04, Invoices of this Contract	1
Failure to return excess premiums to Authority as outlined in Article 4, Fees and Payments, Section 4.02, Payment of Insurance Premiums of this Contract	3
Failure to comply with any item in the Scope of Services as detailed in this Exhibit A (a maximum of 5 points may be deducted in any one	1

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evaluation period)	
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1.04 Coverage

Company will place Property Insurance coverages by the renewal deadlines as listed below:

<b>Property Insurance Policies</b>	
1. Property, including Equipment Breakdown, Fire and Allied Risks	April 1
2. Property, Windstorm/Hurricane	April 1
3. Property Terrorism	April 1
4. Inland Marine	October 1
5. Commercial Crime	October 1
6. Flood	November 6
7. Other coverages as directed by the Authority	

Company will place Liability Insurance coverages by the renewal deadlines as listed below:

<b>Liability Insurance Policies</b>	
1. Blanket Liability	March 15
2. Aviation Insurance – Unmanned Aircraft	March 15
3. Employee Travel Accident Coverage	May 1
4. Business Auto Liability	October 1
5. Airport General Liability	October 1
6. Public Officials	October 1
7. Police Professional Liability	October 1
8. Foreign Package Liability	October 1

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9. Cyber Liability	October 1
10. Fuel Tank Liability	December 18
11. Other coverages as directed by the Authority	

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