



HILLSBOROUGH COUNTY AVIATION AUTHORITY
Solicitation Addendum

Addendum No.:	3
Date:	December 14, 2011
Procurement Agent:	Theresa Webb
RFP No.:	12-534-009
Project No.:	N/A
Title:	Disclosure Counsel Services

THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION AS PREPARED BY PROCUREMENT:

APPENDIX B, SAMPLE AGREEMENT

REPLACE:

Replace Appendix B, Sample Agreement, with the attached Appendix B, Sample Agreement, revised Addendum 4.

RFP SECTION 8.14, DISCLOSURE OF AUTHORITY RECORDS

CHANGE TO:

The Authority owns all records and documents generated by the selected Respondent pursuant to the Agreement and the selected Respondent agrees that it will not, without written approval by the Authority, disclose publicly said records and documents unless otherwise required by law.

QUESTIONS AND RESPONSES

The following additional questions have been received.

1. Appendix B, Sample Agreement, and the RFP have indemnity provisions that are broader than our firm will typically agree to and include coverage not included in our insurance coverage. We suggest that the following provisions be revised: Sample Agreement Article 9, Indemnification, and RFP Section 8.09, Insurance.
 - A. The requirements of these provisions will be as stated in the Request for Proposals.**

2. Per the RFP instructions in Sections 9.09 and 9.10, we request modifications to Appendix B, Sample Agreement, Articles 9 Indemnification and Article 12, Insurance.
A. The requirements of these provisions will remain as stated in the Request for Proposals.
3. Per the RFP instructions in Sections 9.09 and 9.10 we request modifications to Appendix B, Sample Agreement Article 10, Data Security to include additional language.
A. A revision has been made to this provision per the attached revised Appendix B.
4. Per the RFP instructions in Sections 9.09 and 9.10 we request modifications to Appendix B, Sample Agreement, Article 14 Non-Discriminatory/Affirmative Action.
A. A revision has been made to this provision per the attached revised Appendix B.
5. Per the RFP instructions in Sections 9.09 and 9.10 we request modifications to Appendix B, Sample Agreement, Article 22 Auditing Requirements.
A. A revision has been made to this provision per the attached revised Appendix B.
6. We request modification to the RFP Section 8.14, Disclosure of Authority Records to state unless otherwise required by law.
A. A revision has been made to this provision per the attached revised Appendix B.
7. We request modification to Appendix B, Sample Agreement, Article 14, Nondiscrimination/Affirmative Action confirming payment for services will not be from federally appropriated funds.
A. A revision has been made to this provision per the attached revised Appendix B.
8. Article 22, Auditing Requirements, of the Sample Agreement provides the Authority with access rights to the Respondent's books, records and financial statements "directly pertinent to this Agreement." Since the billing arrangements under the Agreement are not related to the Respondent's internal costs, can this provision be deleted as being inapplicable to this engagement? If not, for those Respondents whose books deviate from generally accepted accounting principles ("GAAP"), such as ours, can the GAAP requirement be waived by the Authority for good cause shown?
A. The requirements of this provision will remain as stated in the Request for Proposals.

End of Addendum 3

INSTRUCTIONS:

Include a copy of this signed Addendum with your Respondent's response to this solicitation. Failure to acknowledge receipt of this Addendum may result in the disqualification of your response.

ACKNOWLEDGMENT:

This is to acknowledge receipt of this Addendum No. 3.

_____ Respondent	_____ Authorized Signature
_____ E-mail Address	_____ Printed
_____ Telephone/Fax Numbers	_____ Title

Attachments

Hillsborough County Aviation Authority

APPENDIX B

SAMPLE AGREEMENT

DISCLOSURE COUNSEL SERVICES
AT
TAMPA INTERNATIONAL AIRPORT

CONSULTING FIRM: _____

Term Date: February 2, 2012 through January 31, 2017

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
DISCLOSURE COUNSEL SERVICES AGREEMENT

This Agreement for Disclosure Counsel Services (hereinafter referred to as "Agreement"), is made and entered into this ____ day of _____ 2012 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as "Authority"), and _____, a _____ corporation, authorized to do business in the State of Florida, (hereinafter referred to as "Company"), (collectively hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, Authority desires to retain a firm to serve as disclosure counsel to Authority; and

WHEREAS, Company agrees to provide said services to Authority.

NOW, THEREFORE, the parties hereto mutually agree and covenant that Company will render the following services and other services as may be requested from time to time.

ARTICLE 1

RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2

SERVICES

2.01 Scope of Services

Company agrees to provide the services required under this Agreement as set forth in Attachment A, Scope of Services, which is attached hereto and made a part hereof. Services will be undertaken only at the direction of the Authority's Vice President ("VP") of Legal Affairs and General Counsel, VP of Finance, Administration, and Procurement, and/or Director of Finance.

2.02 Authority's Contact Persons

The Authority's VP of Finance, Administration, and Procurement will be responsible for notifying Company regarding required services and will be the Company's primary contacts for all services under this Agreement.

2.03 Company's Principal Counsel

Company has designated _____ as the principal counsel to be assigned to the Authority's account ("Principal Counsel") who will be responsible for managing the services outlined in Attachment A, Scope of Services, and filing all required reports with Authority.

Company must not remove such Principal Counsel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination or termination due to just cause will not constitute a violation of this Article. The Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Principal Counsel being replaced. Company will not make any personnel changes of Principal Counsel until written notice is made to and approved by the Authority's VP of Finance, Administration, and Procurement.

2.04 Company/Subcontractor Relationship

Except as may be otherwise provided, Company will not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written approval of the Authority. If so approved, the Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.

ARTICLE 3

TERM

3.01 Effective Date

This Agreement will become effective upon execution by Company and approval and execution by Authority.

3.02 Term

The Term of the Agreement commences on February 2, 2012 and will continue until January 31, 2017 unless terminated earlier as provided herein.

3.03 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for two, one year periods at the discretion of the Authority's Board. If all such renewal options are exercised and approved by the Authority's Board, this Agreement will have a final termination date of January 31, 2019.

3.04 Early Termination of Agreement

Either Party may cancel this Agreement after providing 30 days written notice to the other Party. However, Company may not cancel this Agreement, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules.

ARTICLE 4
COMPENSATION

4.01 Fees

The Company will be paid an hourly fee per discipline for disclosure counsel services as detailed in Attachment C, Fee Summary.

4.02 Reimbursable Expenses

To be eligible for reimbursement, expenses must be pre-approved by the Authority. The following are examples of reimbursable expenses:

(1) Travel and Subsistence Expense

Upon prior written approval by the Authority, the Company will be reimbursed for travel and subsistence expenses incurred in the performance of services pursuant to this Agreement in accordance with the Authority's Policy P220, Travel Expenses which is attached hereto as Attachment B and incorporated herein by reference. There will be no reimbursement for travel time between the Airport and the Company's headquarters or other company offices.

(2) Parking

The Company will be provided parking at the Airport for the performance of work under the Agreement as approved by the Authority.

(3) Reimbursable Expenses

Reimbursable expenses may include printing and binding of reports and long distance telephone calls. These costs are subject to prior approval by the Authority.

4.03 Non-Reimbursable Expenses and Fees

The following are not reimbursable expenses:

(1) Charges for research or preparation.

(2) Fees or costs arising out of review and revision of files, documents, and correspondences.

(3) Consultant rates for clerical tasks.

(4) Reviewing the status of issues with colleagues and other professionals in the marketplace.

4.04 Invoice for Payment

All invoices must be submitted to the Authority Accounts Payable Department and approved by the Director of Finance prior to payment. Requests for expense reimbursements must include

supporting documentation, such as expenditure receipts. As applicable, invoices must include the following:

- (1) Dates of Services.
- (2) Type of Services.
- (3) Hours of service per discipline, as applicable, with hourly fees.
- (4) Flat fees for services, as applicable.
- (5) Itemized list of reimbursable expenses, if applicable.

ARTICLE 5

OWNERSHIP OF DOCUMENTS

All statements, records, schedules, working papers, and memoranda made by Company or its employees incident to, or in the course of, professional services to Authority, except the reports submitted by Company to Authority and except for records which are part of Authority 's records, 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 or its subcontractors under this Agreement. All services furnished by Company, its employees or its subcontractors must be performed in accordance with best management practices and 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 the Authority has hired, or may hire, other advisors to perform work similar to or the same as that which is within the Company's scope of work under this Agreement. Company further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the assignment of work to various firms is solely within the Authority's discretion.

ARTICLE 8
DEFAULT AND TERMINATION RIGHTS

8.01 Events of Default

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

- A. The failure or omission by Company to carry out duties under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The insolvency of Company; or if Company takes the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's non-compliance with Florida Statute Section 287.133 – Concerning Criminal Activity on Contracts with Public Entities.

8.02 Authority's Remedies

In the event of any of the foregoing events of default, the Authority may immediately terminate Company's rights under this Agreement and Company will remain liable for all damages suffered by Authority. The exercise of this remedy does not preclude the exercise of any other remedies provided by law.

ARTICLE 9
INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages, including but not limited to, attorney's fees and court costs, and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Airport; Company's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company

of the terms of this Agreement, or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend Authority, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article will survive the termination of this Agreement. Compliance with insurance requirements under this Agreement will not relieve Company of its liability or obligation to indemnify, hold harmless and defend Authority as set forth in this Article.

ARTICLE 10 DATA SECURITY

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

Company will use its best efforts to adhere to and abide by the security measures and procedures established by the Authority that are provided to the Company. 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 the 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 11
NON-DISCLOSURE

All written and oral information and materials (the "Information") disclosed or provided by the Authority to Company under this Agreement will not be disclosed by Company, whether or not provided before or after the date of this Agreement.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Agreement. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Agreement. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and the obligation will last indefinitely.

ARTICLE 12
INSURANCE

12.01 Insurance Terms and Conditions

The following minimum limits and coverage will be maintained by Company throughout the term of this Agreement. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority is an additional insured.

12.02 Required Coverages – Minimum Limits

A. Commercial General Liability

The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company are:

	Agreement Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

B. Workers' Compensation and Employer's Liability Insurance

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

	Florida Statutory
Part One (Workers' Compensation)	
Part Two (Employer's Liability)	
Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

C. Business Automobile Liability Insurance

The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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D. Professional Liability

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 the Agreement. The minimum limits of coverage are:

Per Claim	\$1,000,000
Annual Aggregate	\$1,000,000

12.03 Conditions of Acceptance

This Agreement incorporates by reference the Authority's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of this Agreement, as may be amended from time to time.

ARTICLE 13
INVALIDITY OF CLAUSES

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

ARTICLE 14
NONDISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR part 152, subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person will be excluded from participating in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Company, if required by such regulations, will provide assurances to Authority that Company will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the requirements of 49 CFR part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.

In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate the Agreement and to re-enter as if said Agreement had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

The Authority agrees and represents that Company will not be paid from federally appropriated funds for its services, including special services as defined in the Agreement, during the Agreement term.

ARTICLE 15

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

15.01 Authority's Policy

Authority is committed to a policy and program for the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities (hereinafter referred to as "W/MBE Program") in accordance with Authority's W/MBE Policy and Program adopted December 13, 2007, as may be amended. In advancing Authority's policy, Company agrees to ensure that W/MBEs, as defined in Authority's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Agreement. 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 Agreement.

15.02 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 Agreement. Company will carry out applicable requirements of Authority's W/MBE Policy and Program in the award and administration of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement 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

15.03 W/MBE Participation

- A. W/MBE Expectancy: No specific goal for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with Authority's W/MBE Policy and Program, throughout the term of this Agreement, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR part 26.

- B. W/MBE Termination and Substitution: Company will not terminate a W/MBE for convenience without Authority's prior written consent. If a W/MBE is terminated by Company with Authority's consent or because of the W/MBE's default, then Company must make a good faith effort, in accordance with the requirements of Authority's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 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 the W/MBE participation plan, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Agreement, 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 Agreement for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within 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 16

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 Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 17

ASSIGNMENT

Company will not assign or subcontract this Agreement without the prior written consent of Authority.

ARTICLE 18

APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against 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 Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 19

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

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
ADMINISTRATIVE OFFICES BLDG., 2ND FLOOR
4100 GEORGE J. BEAN PARKWAY
TAMPA, FLORIDA 33607
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)

(HAND DELIVERY)

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 the Notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

ARTICLE 20
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 21
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, regulations, policies, 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 Aviation Administration (FAA) or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of the invoice or written notice.

ARTICLE 22
AUDITING REQUIREMENTS

In connection with payments to the Company under this Agreement, it is agreed the Company will maintain adequate records in accordance with generally accepted accounting practices. The Authority, or its duly authorized representative, have the right to audit the Company's records for the purpose of making audits, examinations, excerpts, and transcriptions and to determine payment eligibility under the Agreement at mutually agreed upon times(s) and manner. Access will be to all of the Company's records, including books, documents, papers, and records of the Company directly pertinent to this Agreement or any work order, as well as records of parent, affiliate and subsidiary companies at mutually agreed upon time(s) and manner.

In the event the Company maintains its accounting or Agreement information in electronic format, upon request by the Authority's auditors, the Company will provide a download of its accounting or Agreement information in an electronic format allowing readership in Microsoft Office® products.

The Authority has the right during the audit to interview the Company's employees and sub-consultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an audit will extend for three years after the completion date of any work order, or three years after the termination of the Agreement, whichever occurs later.

If as a result of any audit, it is determined that the Company has overcharged the Authority by more than 3% of the gross direct and reimbursable amount, excluding any lump sum amount, contained in this Agreement, the Company will pay for the entire cost of the audit and interest on the overcharge amount at the greater of 12% or the Federal Reserve Bank of New York prime rate plus 4% from the date the overcharge occurred

The Company will include a provision providing the Owner the same rights to audit at the sub-consultant level in all of its sub-consultant agreements executed to effect Project completion.

ARTICLE 23
TIME IS OF THE ESSENCE

Time is of the essence for this Agreement.

ARTICLE 24
COMPANY TENANCY

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 Agreement by his or her signature thereto.

ARTICLE 25
COMPLETE AGREEMENT

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

ARTICLE 26
MISCELLANEOUS

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

ARTICLE 27
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- (1) Terms and conditions as contained in this Agreement;
- (2) RFP No. 12-534-009: Disclosure Counsel Services, dated November 29, 2011, and all its addenda;
- (3) Company's response to RFP No. 12-534-009 dated _____, and any subsequent information submitted by the Company during the evaluation process.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2012.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Joseph F. Diaco, MD, Secretary

BY: _____
Steven G. Burton, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Steven G. Burton, Chairman in the capacity of Chairman of the Board of Directors and Joseph F. Diaco, MD 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)

COMPANY

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

COMPANY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this ____ day of _____, 2012, by

_____ in the capacity of _____

(Individual's Name)

(Individual's Title)

at _____, a corporation, on its behalf _____
(Company Name) (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)