

RESOLUTION NO. 2025- 1117

A RESOLUTION APPROVING AN AGREEMENT FOR LIMITED LEGAL SERVICES BETWEEN THE CITY OF TAMPA AND CARLTON FIELDS, P.A. FOR THE PROVISION OF LEGAL SERVICES FOR THE PURPOSE OF PROVIDING LEGAL ADVICE TO THE 2025 (FY26) CHARTER REVIEW ADVISORY COMMISSION IN AN AMOUNT NOT TO EXCEED \$40,000; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 10.10 of the City of Tampa Charter, Section 5 of City of Tampa Ordinance No. 2025-98, and City of Tampa Resolution No. 2025-1044 provide, that the City shall engage, with City Council approval, legal counsel, who is not a City employee, for the purpose of providing legal advice to the 2025 (FY26) Charter Review Advisory Commission ("CRC"); and

WHEREAS, Section 5 of City of Tampa Ordinance No. 2025-98 further provides that necessary funding shall be provided for legal counsel and a professional facilitator to ensure full transparency and citizen participation in the charter review process; and

WHEREAS, the City and the Carlton Fields, P.A. desire to enter into the attached Agreement for the Provision of Legal Services ("Agreement") in amount not to exceed \$40,000 to establish the terms and conditions for the provision of legal services by the Firm for the purpose of providing legal advice to the CRC.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1: That the Agreement between the City of Tampa and Carlton Fields, P.A. is hereby approved in its entirety, in the form attached hereto, or in a form substantially similar thereof.

Section 2: That the Mayor of the City of Tampa is hereby authorized and empowered to execute and the City Clerk to attest to and affix the official seal of the City of Tampa to said Agreement.

Section 3. That the proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the provisions of this Resolution.

Section 4. Approval of an agreement between the City of Tampa and Carlton Fields, P.A. for legal services supporting the 2025 (FY26) Charter Review Commission in the amount not to exceed \$40,000 for use by City Council within the General Fund.

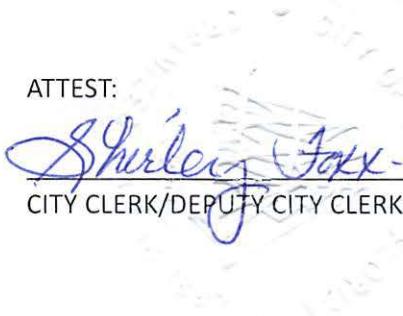
Section 5. That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

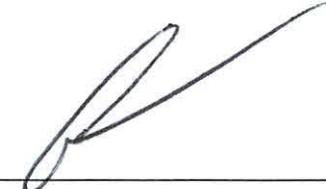
Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,

FLORIDA ON DEC 18 2025.

ATTEST:


Shirley Fox-Knowles
CITY CLERK/DEPUTY CITY CLERK



CHAIR/CHAIRMAN PRO TEM
CITY COUNCIL

APPROVED AS TO FORM:

E/S
JUSTIN R. VASKE
ASSISTANT CITY ATTORNEY

AGREEMENT FOR THE PROVISION OF LEGAL SERVICES

THIS AGREEMENT FOR THE PROVISION OF LEGAL SERVICES (herein "Agreement") is made and entered into as of this _____ day of _____, 202____ (the "Effective Date"), by and between the City of Tampa, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), with an address for purposes of this Agreement of 315 E. Kennedy Blvd., 3rd Floor, Tampa, Florida 33602, Attn: City Council Attorney, and Carlton Fields, P.A. (the "Firm"), with an address for purposes of this Agreement of 4221 W. Boy Scout Boulevard, Suite 1000, Tampa, Florida 33607-5780.

RECITALS:

WHEREAS, Section 10.10 of the City of Tampa Charter, Section 5 of City of Tampa Ordinance No. 2025-98, and City of Tampa Resolution No. 2025-1044 provide, that the City shall engage, with City Council approval, legal counsel, who is not a City employee, for the purpose of providing legal advice to the 2025 (FY26) Charter Review Advisory Commission ("CRC"); and

WHEREAS, Section 5 of City of Tampa Ordinance No. 2025-98 further provides that necessary funding shall be provided for legal counsel and a professional facilitator to ensure full transparency and citizen participation in the charter review process; and

WHEREAS, the City and the Firm desire to enter into this Agreement to establish the terms and conditions for the provision of legal services by the Firm for two phases of work: 1) providing outside legal advice to the CRC and 2) drafting an ordinance containing proposed ballot questions and summary language for proposed City Charter amendments at the direction of City Council; and

WHEREAS, the City and the Firm agree that these two distinct phases of work shall not overlap to ensure that it is clear which entity is the Firm's client is at all times.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing "Recitals", which are true and correct and are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the Firm agree as follows:

ARTICLE I SCOPE OF SERVICES

A. Phase 1. The Firm shall provide legal counsel exclusively to the CRC, including attendance at CRC meetings, conducting legal analysis and research as authorized. This work includes providing the CRC with written work product, including but not limited to draft charter amendments, as directed, but shall not include the creation of a draft ordinance.

B. Phase 2. Upon the conclusion of Phase 1 and the dissolution of the CRC, the Firm shall provide legal counsel exclusively to the City Council on charter amendment issues, including drafting an

ordinance containing proposed ballot questions and summary language for proposed City Charter amendments at the direction of City Council. The scope of this engagement does not include any litigation or administrative proceeding services. The Firm shall not be a substitute for the City Attorney or the City Council Attorney as to their routine responsibilities in processing an ordinance, including but not limited to providing legal notice, nor any work with the Supervisor of Elections regarding the placement of any proposals on the ballot.

C. The parties agree that the Firm's client is limited to the parties outlined above and shall not include the Mayor, individual members of the City Council, or the municipal corporation generally.

ARTICLE II TERM OF AGREEMENT

A. The term of Phase 1 of this Agreement shall commence on the Effective Date and shall terminate upon the dissolution of the CRC, unless terminated in accordance with Article VIII of this Agreement.

B. The term of Phase 2 shall commence after the dissolution of the CRC and shall terminate upon the adoption of an ordinance of the City of Tampa containing proposed ballot questions and summary language at the direction of City Council, unless terminated in accordance with Article VIII of this Agreement.

ARTICLE III COMPENSATION AND COMPENSABLE EXPENSES

A. Except as otherwise provided for in this Agreement, total compensation for all services provided by the Firm to the City under this Agreement (including any reimbursable expenses incurred by the Firm) shall not exceed a total of Forty Thousand and NO/100ths Dollars (\$40,000.00) for the completion of the scope of services in this Agreement (the "Budget Cap"); provided, however, the aforementioned compensation amount may be exceeded by the written amendment to this Agreement which must be approved by City Council. The City acknowledges that the Budget Cap is solely for budgeting purposes and fees shall be billed on an hourly basis. Should the Budget Cap be reached and the City Council has not permitted an increase, this Agreement shall immediately terminate and all work shall cease. The Firm expressly acknowledges that payment of any fees and expenses under this Agreement is subject to City Council approval of any required annual appropriation of funds and any necessary budget amendments for outside legal services in each City fiscal year during which this Agreement remains in effect. The City's fiscal year commences on October 1 and ends on September 30 of the following calendar year. In the event no funds or insufficient funds are appropriated for the legal services being provided by the Firm during a fiscal year, the City will notify the Firm in writing of such occurrence and this Agreement shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

B. Subject to the limitations contained in this Article III, the City shall pay the Firm as consideration for legal and consulting services rendered pursuant to this Agreement the following hourly rates with time and fees calculated on the basis of every 1/10 of an hour of work performed:

1. All lawyers: \$385 per hour

C. In connection with reimbursement of out of pocket and travel expenses, the Firm shall comply with the required billing practices of the Office of the City Attorney, which are as follows:

1. All out-of-pocket expenses incurred by the Firm in its representation of the City in excess of \$100 per billing period must be pre-approved in writing by the City Council Attorney.

2. The Firm's travel time within Hillsborough County is not compensable or billable (portal to portal billing is also expressly prohibited).

3. No charge should be made by the Firm for the use of Westlaw, Lexis or other legal research database.

4. Subject to the foregoing limitations, reimbursement shall be made by the City to the Firm for reasonable out-of-pocket and customary charges or expenses incurred by the Firm, incurred by the Firm in the performance of legal services pursuant to this Agreement.

ARTICLE IV INVOICES & PAYMENTS

Unless specifically directed otherwise by the City Attorney, the Firm shall submit invoices to the City Council Attorney monthly, with the matter clearly noted on the face of that invoice. Each monthly invoice shall also provide a detailed description of the services performed, the date thereof and the identity and amount of time that each attorney in the Firm has spent on each task, unless otherwise approved by the City Council Attorney. Original receipts for any out-of-pocket expenses for which the Firm seeks reimbursement must be submitted with each invoice together with a reasonable amount of detail for each such expense as agreed to by the Firm and the City Council Attorney, upon receipt and verification of such statements the City shall pay the Firm within reasonable time after receiving the same.

ARTICLE V FIRM'S REPRESENTATION OF OTHER CLIENTS & COMPLIANCE WITH CITY ATTORNEY'S CONFLICT OF INTEREST POLICY

The Firm (including any individual member or attorney in the Firm) does not currently and will not represent clients against the City in any matter or claim arising out of or in any way related to Phase 1 and Phase 2 of the above scope of work. The Firm's representation of the CRC and during Phase 1 and the City Council during Phase 2 shall not be deemed to constitute a conflict affecting the Firm's general ability to represent clients generally before City Council, City Boards (so long as the Firm does not also serve as counsel for that City Board at that time), and City Departments, and no written consent by the City Attorney is required in those limited circumstances.

In an abundance of caution, however, and to ensure transparency, the City Attorney grants a waiver of any potential conflict so long as such other representation does not arise out of or in any way relate to the Firm's legal advice during Phase 1 to the CRC, or during Phase 2, the City Council.

In addition to the foregoing, the Firm agrees that in connection with this Agreement and its representation of the City that the Firm (including any individual member or attorney in the Firm) will fully comply with: (1) the Florida Bar Rules of Professional Conduct; (2) the City's Ethics Code as set forth in

Chapter 2 of the City Code; (3) any applicable state ethics laws and requirements; and (4) other disclosed conflict of interest policy of the City Attorney as may be amended from time to time.

ARTICLE VI CARLTON FIELDS STANDARD PROVISIONS

1. Opinions and Evaluations.

From time to time during the progress of a matter, the lawyer may express an opinion or give an assessment of the possible outcome of the matter. A lawyer is not a guarantor of an outcome, and the lawyer's evaluation is not a guarantee. Many factors beyond the control of the lawyer or client may determine the outcome of a dispute or a transaction, and a lawyer's duty is to help the client evaluate possibilities and risks. A lawyer's job is to apply professional judgment to the facts as known, and to advocate for the client's interest, but he or she cannot guarantee that an opponent, judge or a jury will agree with positions advocated. No client should treat an evaluation or a strategy discussion as such a guarantee.

2. Data Processing Addendum.

Data Processing Addendum is attached hereto as **Exhibit C.**

ARTICLE VII NONASSIGNABILITY

The Firm may not assign this Agreement, in whole or part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise, without the prior written approval of the City.

ARTICLE VIII MODIFICATION, AMENDMENT OR EXTENSION

This Agreement may not be modified, amended or extended verbally or by conduct but only by writing duly executed by the parties in accordance with the Charter of the City; provided, however, either party may change its address for purposes of this Agreement by notifying the other party in writing of the new address, and no amendment or modification to this Agreement is required in that instance.

ARTICLE IX TERMINATION

The City may discharge the Firm and terminate this Agreement at any time, with or without cause upon written notice of termination executed by the City Council Attorney. In such event, however, City shall remain obligated to compensate the Firm for all services rendered and authorized expenses incurred through the date of termination. The Firm may terminate services to the City and this Agreement, with or without cause, upon reasonable notice of not less than thirty (30) days prior written notice. Upon conclusion of the Firm's representation of the City for any reason, the Firm shall promptly deliver all records, notes, memos, e-mails and other materials related to the Firm's representation of the City to the City Council Attorney consistent with Article IX, Section B hereof.

ARTICLE X **COMPLIANCE WITH LAWS**

The Firm agrees that: (i) the Firm will comply with all applicable federal, state and local laws, ordinances, regulations and requirements, including all applicable codes and ordinances of the City, as amended from time to time; and (ii) the City may immediately terminate this Agreement if the Firm fails to comply with all such applicable laws, ordinances, regulations and requirements. Without limiting the foregoing requirements, the Firm specifically agrees and affirms that:

A. The Firm is and will remain in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, the City Charter, the City's Ethics Code (Chapter 2, Article VIII, City of Tampa Code of Ordinances), and Chapter 12 of the City of Tampa Code of Ordinances ("Human Rights"). Without limiting the foregoing, the Firm does not, and will not discriminate in any form or manner against the Firm's employees or applicants for employment on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

B. The Firm agrees to comply with Florida's Public Records Law in connection with any legal services provided by it to the City, and specifically will: (1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the Firm; (2) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records, and transfer, at no cost, to the City all public records in possession of the Firm upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CITY CLERK AT 813 274-7081, SHIRLEY.FOXXKNOWLES@TAMPAGOV.NET, AND MAILING ADDRESS OF TAMPA CITY COUNCIL, CITY COUNCIL CITY ATTORNEY, OLD CITY HALL, 3RD FLOOR, 315 E. KENNEDY BLVD., TAMPA, FL 33602.

ARTICLE XI. **MISCELLANEOUS PROVISIONS**

A. The laws of the State of Florida (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance or enforcement. The parties to this Agreement submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

B. In accordance with Section 287.135(5), Florida Statutes, by execution and submission of this Agreement, the Firm hereby certifies and affirms that: (A) the Firm is NOT either on the Scrutinized

Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and (B) if this Agreement results in a contract for goods or services of \$1 million or more, the Firm is NOT on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. If the City later determines that this provision constitutes a false certification from the Firm under Section 287.135(5), Florida Statutes, or if the Firm is found to be later in violation of the foregoing certification by the City, the City shall terminate this Agreement or any other contract awarded to the Firm by the City after it has provided notice and an opportunity to demonstrate that the City's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes.

C. Prior to commencing any services under this Agreement, the Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of this Agreement by the Firm in accordance with the insurance requirements, which are attached hereto as Exhibit A and are incorporated herein by this reference, unless expressly waived by the City Attorney.

D. The Firm hereby represents and warrants that neither the Firm nor any of its members, partners, shareholders, associates or employees has or will use coercion for labor or services, as defined in Section 787.06, Florida Statutes. The Firm shall also execute an affidavit in the form attached hereto as Exhibit B as required by Section 787.06(13), Florida Statutes.

ARTICLE XII. HEADINGS

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XIII. PRIOR AGREEMENTS

This Agreement shall amend, replace, and supersede all existing or prior agreements between the City and the Firm.

ARTICLE XIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which counterparts, when taken together, shall be deemed to be one and the same instrument. A facsimile, PDF or electronic signature of this Agreement by either party shall be deemed effective as an original signature by that party to this Agreement.

THE PARTIES hereto have executed this Agreement as of the Effective Date first above written.

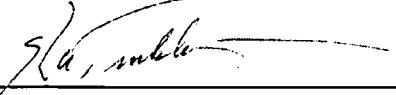
ATTEST:

CITY OF TAMPA

CITY CLERK/DEPUTY CITY CLERK

JANE CASTOR, MAYOR

CARLTON FIELDS, P.A.



Authorized Signatory

Name: Kenneth A. Tinkler, on behalf of the Firm

(Printed or Typed)

Title: Shareholder

PREPARED BY AND APPROVED
AS TO LEGAL SUFFICIENCY:

Justin Vaske (E/S)

Assistant City Attorney

EXHIBIT A TO AGREEMENT FOR THE PROVISION OF LEGAL SERVICES

- CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, or employees of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

E. Malpractice/Professional Liability Insurance on an occurrence or claims made form, coverage shall cover any act or omission in the rendering of professional services pursuant to the award/contract in accordance with the laws of the State of Florida.

\$1,000,000 per claim and an annual aggregate of not less than \$2,000,000

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than A-:VII or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing. Notwithstanding the forgoing, the City approves the Firm's use of ALAS and agrees that while ALAS is not rated by A.M. Best, it is currently rated "A" (Strong) with a Stable Outlook by Fitch and with a Capital and Surplus at December 31, 2024 that is in the range that translates to an A.M. Best Financial Size Category of XII. The City further approves the fact that ALAS operates in Florida and all other states as a Risk Retention Group under the authority of the federal Liability Risk Retention Act and ALAS is registered in Florida and is authorized to do business there under the authority of said act.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner,

within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy. Notwithstanding the foregoing, the City approves a \$1,000,000 SIR for this matter.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and

employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

EXHIBIT B

Section 787.06(13), Fla. Stat. (2024) Compliance Affidavit

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this day personally appeared KENNETH A. TINKLER ("Affiant") who, being first duly sworn and under oath, deposes and says as follows:

1. This Affidavit is subscribed for the purpose of compliance with Section 787.06(13), Fla. Stat. (2024) as it relates to anti-human trafficking and contracting with a governmental entity.
2. Affiant, on behalf of himself/herself or as Shareholder of Carlton Fields, P.A., hereby attests and affirms that same does not use coercion for labor or services as defined in Section 787.06, Fla. Stat. (2024).

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated herein are true and correct.



Signature

KENNETH A. TINKLER

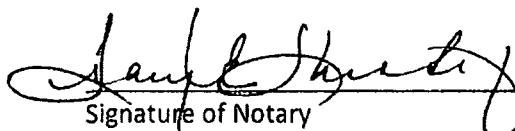
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SHAREHOLDER

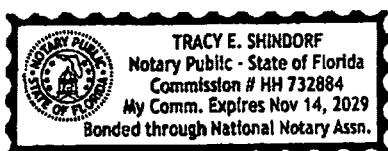
Title (if applicable)

SWORN TO and subscribed before me by means of physical presence or online notarization, this 8th day of December, 2025, by KENNETH A. TINKLER, on behalf of himself/herself or as Shareholder of CARLTON FIELDS, P.A., who is personally known to me or who provided _____ as identification.

[AFFIX NOTARY SEAL/STAMP]



Signature of Notary



TRACY E. SHINDORF

Print or Type Name

Notary Public: State of Florida
My Commission Expires: 11/14/2029

EXHIBIT C

Data Processing Addendum

Data Processing Addendum

This Data Processing Addendum ("Addendum") forms a part of the Agreement.

- 1. Definitions.** For purposes of this Addendum, the following terms shall have the meanings set forth below.
 - a. "Client Personal Information" means any Personal Information Processed by The Firm, or by a Subprocessor, on behalf of Client.
 - b. "Data Subject" means the identified or identifiable person to whom Personal Information relates.
 - c. "Personal Data Breach" means the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, or access to, Personal Information by the Firm or any Subprocessor.
 - d. "Personal Information" means (a) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household; and (b) any information defined as "personal data", "personal information," or other similar terms under Privacy Laws.
 - e. "Privacy Laws" means any applicable local, national or international laws, rules and regulations related to privacy, security, data protection, and/or the Processing of Personal Information, as amended, replaced or superseded from time to time. Privacy Laws include but are not limited to California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018), ("CCPA"); the Virginia Consumer Data Protection Act Va. Code Ann. §§59.1575 to 59.1-584 ("VCDPA"); the Connecticut Personal Data Privacy Act Conn. Gen. Stat. Ann. §§ 42-515 to 42-525 ("CTDPA"); the Colorado Colo. Rev. Stat. Ann. §§ 6-1-1311 and 6-1-1313 ("CPA"); and The General Data Protection Law (Law No. 13,709/2018 (Lei Geral de Proteção de Dados)) (LGPD).
 - f. "Subprocessor" means any third party appointed by or on behalf of the Firm to Process Client Personal Information.
- 2. Roles and Purpose.**
 - a. Service Provider. To the extent that the Firm processes Client Personal Information during its representation of you in this matter, the Firm is acting as a service provider or processor (or equivalent) as defined under Privacy Laws. The Firm represents, warrants, and certifies that it understands and will comply with its obligations under Privacy Laws in its role as a service provider or processor.
 - b. Purpose and Duration. Pursuant to the Agreement, the Firm is performing legal or consulting services on behalf of you and may, in the course of this representation, process certain Personal Information on your behalf such as first and last name, title, position, contact information, employment and education related information,

information related to employment benefits (e.g., health care related benefits, insurance policy numbers). The Firm will process such information for the duration of the contract or until you exercise your rights under Section 10.

3. **Processing Limitations.** The Firm shall only process Client Personal Information as is necessary for the limited and specified purposes of fulfilling its obligations under the Agreement and Client's instructions. The Firm will not:
 - a. retain, use, sell, share, Client Personal Information, as those terms may be defined in under Privacy Laws, outside of our direct business relationship with you, or for any purpose other than to perform its services in this matter or as otherwise permitted by Privacy Laws;
 - b. combine Client Personal Information with Personal Information we receive from any other source independent of our representation of you.
4. **Confidentiality of Client Personal Information.** The Firm shall take reasonable steps to ensure that access to Client Personal Information is limited to those employees, agents, and Subprocessors who have a need to know or otherwise access Client Personal Information to enable the Firm to perform its obligations under this Agreement, all of whom are bound by duties of confidentiality.
5. **Subprocessors.** From time to time, the Firm may engage subprocessors to perform services under our Agreement with you ("Subprocessors"). In such instances where engaging a Subprocessor requires such Subprocessor to have access to Client Personal Information, the Firm shall notify Client and enter into a written agreement with each Subprocessor containing the same obligations imposed on the Firm under this Addendum and Privacy Laws with respect to Client Personal Information.
6. **Compliance.** The Firm grants Client the right to take reasonable and appropriate steps to ensure that the Firm uses Client Personal Information in a manner consistent with your obligations under Privacy Laws, including data protection impact assessments. Upon request, the Firm shall make available to Client information to demonstrate compliance with the obligations set forth under Privacy Laws, for example, providing a summary of the results of its most recent ISO Certification and associated findings. As required by Privacy Laws, the Firm will notify you if the Firm determines that it can no longer meet its obligations under Privacy Laws.
7. **Personal Data Breach.** In the event of an actual Personal Data Breach impacting Client Personal Information or any system which houses Client Personal Information, the Firm shall:
 - a. notify you if the Firm becomes aware of such Personal Data Breach;
 - b. provide you with sufficient details of the Personal Data Breach to allow you to meet any obligations under Privacy Laws to report or inform individuals or relevant regulators of the Personal Data Breach; and
 - c. cooperate and require any Subprocessor to cooperate, with you in the investigation, mitigation, and remediation of any such Personal Data Breach.
8. **Data Subject Requests.** To the extent permissible by law, the Firm's duties of confidentiality and other legal and ethical obligations, the Firm shall enable Client to comply with Data Subject requests, including a request by a Data Subject to exercise a right under Privacy Laws. The Firm shall await instructions from you concerning whether, and how, to respond to such a request, unless otherwise required by law. The Firm shall reasonably assist you in fulfilling your obligations to respond to such requests.

9. **Reasonable Cooperation.** The Firm shall provide such assistance as you reasonably require to ensure compliance with your obligations under Privacy Laws, including, but not limited to, any data protection impact assessments. Client has the right to stop and remediate any unauthorized processing of Client Personal Information.
10. **Delete or Return.** To the extent permitted by the Firm's legal and ethical obligations, the Firm shall promptly return or destroy (at Client's election) all copies of Client Personal Information in its possession, or in the possession of its Subprocessors any time requested by Client.