

Proposal for Data Share

City of Tampa

August 2025

Matthew Costanza

Account manager

(404) 803-8714

matthew.costanza@lightcast.io

Cost Proposal

Product	Dates	Total
Transfer of Ownership for City of Tampa dashboard data from Bloomberg to City of Tampa	1/1/26-12/31/26	\$15,000

*note that the existing data share with Bloomberg will be exactly the same. No additions, subtractions, nor changes in whom the data is sent to/whom has access to the data.

RESOLUTION NO. 2025 - 697

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE SUBSCRIPTION SERVICES AGREEMENT BETWEEN THE CITY OF TAMPA AND ECONOMIC MODELING, LLC FOR THE PROVISION OF WORKFORCE DEVELOPMENT SOFTWARE LICENSING IN THE ESTIMATED AMOUNT OF \$31,000 FOR USE BY THE NEIGHBORHOOD AND COMMUNITY AFFAIRS DEPARTMENT, WORKFORCE PARTNERSHIPS AND SPECIAL PROJECTS DIVISION; AUTHORIZING THE MAYOR TO EXECUTE SAID FIRST AMENDMENT TO THE SUBSCRIPTION SERVICES AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2024-846, passed and adopted by the City Council of the City of Tampa on September 19, 2024, the City of Tampa entered into an Economic Modeling, LLC Subscription Services Agreement (“Agreement”) with Economic Modeling LLC for the furnishing of Workforce Development Software Licensing, for use by the Neighborhood and Community Affairs Department, Workforce Partnerships and Special Projects Division for a twelve-month licensing subscription term; and

WHEREAS, the City of Tampa and Economic Modeling, LLC desire to amend the Agreement to provide for annual renewals of the term of the licensing subscription; and

WHEREAS, it is in the best interest of the City of Tampa to amend the Agreement to provide for annual renewals of the term of the subscription.

NOW, THEREFORE,

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

Section 1. That the First Amendment to the Economic Modeling, LLC Subscription Services Agreement between the City of Tampa and Economic Modeling, LLC for the furnishing of Workforce Development Software Licensing is authorized and approved in its entirety, or in a form substantially similar thereto.

Section 2. This Resolution approves a First Amendment to the Economic Modeling, LLC Subscription Services Agreement between the City of Tampa and Economic Modeling, LLC for the furnishing of Workforce Development Software Licensing, in the amount of \$31,000, subject to annual appropriation, for use by the Neighborhood and Community Affairs Department, Workforce Partnerships and Special Projects Division within the General Fund. Funding for subsequent fiscal years is based upon annual appropriation of funding.

Section 3. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal of the City to, said First Amendment to the Economic Modeling, LLC Subscription Services Agreement on behalf of the City.

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NCA 25-15828

Section 4. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out the terms and conditions of this Resolution, which shall take effect immediately upon its adoption.

Section 5. The City Clerk shall file a fully executed copy of the First Amendment to the Subscription Services Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

Section 6. That this Resolution shall take effect nunc pro tunc June 2, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON AUG 07, 2025

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:

Shirley Fox-Knowles
CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s

BY MARCELLA T. HAMILTON

SENIOR ASSISTANT CITY ATTORNEY II



Lightcast Representative: Dalal Alkaldy

First Amendment to the Subscription Services Agreement

This First Amendment to the Subscription Services Agreement (“First Amendment”) dated this 2nd day of June, 2025 is between the City of Tampa of Tampa, Florida (“Licensee”), and Economic Modeling, LLC of Moscow, Idaho (“Lightcast”).

Whereas, pursuant to Resolution No. 2024-846, passed and adopted by the City Council of the City of Tampa on September 19, 2024, Licensee and Lightcast entered into a Subscription Services Agreement (“Agreement”) dated June 3, 2024, and desires to amend the Agreement to provide for annual renewal of the term of the subscription.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Lightcast hereby agree to amend the Agreement as follows:

1. Section II Subscription Term of the Agreement is amended to read as follows:
“Lightcast will provide Licensee with access to the Subscription Services described above beginning June 3, 2024, and ending June 2, 2025 (the “Subscription Term”). Thereafter, the term of Subscription Services shall annually renew automatically unless either party gives written notice at least sixty (60) days prior to the then-current renewal of the Subscription Term, subject to the other provisions of this Agreement as provided herein.”
2. Section III Fee of the Agreement is amended to read as follows:
“The annual fee for the Subscription Services is \$31,000.00, invoiced upon execution of this Agreement and on the annual anniversary of the execution of this Agreement in the event it has renewed automatically. Payments of invoices are due 45 days from receipt by Licensee of proper invoicing in accordance with Florida’s Local Government Prompt Payment Act, Florida Statutes, sec. 218.70 et seq. Sales tax will be added for non-tax-exempt institutions when applicable. Licensee is a tax-exempt governmental agency. Invoices shall contain but not be limited to the following information: Invoice number; Company Name; Purchase Order number; Location (address) and dates of service; Itemized charges.”
3. Except as amended by this First Amendment, all terms, provisions, and conditions of the Agreement remain unchanged and shall continue in full force and effect. In the event of a conflict between the terms & conditions of the Agreement and this First Amendment, the terms and conditions of this First Amendment shall govern with respect to the subject matter hereof.
4. This First Amendment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. The parties agree that this First Amendment may be executed and delivered by PDF or other means of electronic signature. The electronic, digital, or hard

copies of the First Amendment as signed, or otherwise accepted, by each shall be true, complete, valid, authentic, and enforceable copies of the First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Subscription Services Agreement as of the date first written above.

For Lightcast:

Floyd Swanton

Authorized Signature

Floyd Swanton

Printed Name

Economic Modeling,
LLC 232 N. Almon St
Moscow, ID 83843

For Licensee, City of Tampa

Jane Castor

Authorized Signature

Jane Castor

Printed Name

City of Tampa
306 E Jackson St
Tampa, Florida 33602



Attest:

Shirley Fox-Knowles

City Clerk/Deputy City Clerk

Approved as to Form:

Marcella Hamilton

Marcella T. Hamilton
Senior Assistant City Attorney II

Amendment 1 Workforce Development Software Licensing

Final Audit Report

2025-09-10

Created:	2025-08-26
By:	Anthony Rotolo (anthony.rotolo@tampagov.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAACgOIPnr48BC5IlibxHUIW3RStO5NzsZt

"Amendment 1 Workforce Development Software Licensing" History

 Document created by Anthony Rotolo (anthony.rotolo@tampagov.net)
2025-08-26 - 6:50:52 PM GMT- IP address: 198.199.208.236

 Document emailed to DeAnna Faggart (DeAnna.Faggart@tampagov.net) for approval
2025-08-26 - 6:53:32 PM GMT

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2025-08-26 - 7:08:04 PM GMT- IP address: 198.199.208.237

 Document approved by DeAnna Faggart (DeAnna.Faggart@tampagov.net)
Approval Date: 2025-08-26 - 7:08:33 PM GMT - Time Source: server- IP address: 198.199.208.237

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2025-08-28 - 7:48:24 PM GMT- IP address: 66.249.84.225

 Email viewed by Floyd Swanton (floyd.swanton@lightcast.io)
2025-09-02 - 6:12:24 PM GMT- IP address: 66.249.84.225

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2025-09-05 - 9:15:31 PM GMT- IP address: 66.249.84.226

 Document e-signed by Floyd Swanton (floyd.swanton@lightcast.io)
Signature Date: 2025-09-05 - 9:15:45 PM GMT - Time Source: server- IP address: 50.52.105.74

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2025-09-05 - 9:15:50 PM GMT

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2025-09-05 - 10:13:52 PM GMT- IP address: 34.205.211.156

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2025-09-07 - 9:18:39 PM GMT- IP address: 54.146.241.112

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Signature Date: 2025-09-08 - 12:47:23 PM GMT - Time Source: server- IP address: 198.199.208.236

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2025-09-08 - 12:47:25 PM GMT

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2025-09-08 - 12:52:47 PM GMT- IP address: 44.210.24.154

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2025-09-10 - 12:58:19 PM GMT- IP address: 54.172.143.48

 Document e-signed by Jane Castor (jane.castor@tampagov.net)
Signature Date: 2025-09-10 - 5:49:52 PM GMT - Time Source: server- IP address: 198.199.208.237

 Document emailed to Shirley Foxxknowles (shirley.foxxknowles@tampagov.net) for signature
2025-09-10 - 5:49:54 PM GMT

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2025-09-10 - 6:33:15 PM GMT- IP address: 198.199.208.238

 Document e-signed by Shirley Foxxknowles (shirley.foxxknowles@tampagov.net)
Signature Date: 2025-09-10 - 6:33:47 PM GMT - Time Source: server- IP address: 198.199.208.238

 Agreement completed.
2025-09-10 - 6:33:47 PM GMT

RESOLUTION NO. 2024- 846

A RESOLUTION APPROVING A SUBSCRIPTION SERVICES AGREEMENT BETWEEN THE CITY OF TAMPA AND ECONOMIC MODELING, LLC AS A SOLE SOURCE PROVIDER FOR THE PURCHASE OF WORKFORCE DEVELOPMENT SOFTWARE LICENSING IN THE ESTIMATED AMOUNT OF \$31,000 FOR USE BY THE NEIGHBORHOOD AND COMMUNITY AFFAIRS DEPARTMENT, WORKFORCE PARTNERSHIPS AND SPECIAL PROJECTS DIVISION; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa has a need for Workforce Development Software Licensing for use by the Neighborhood and Community Affairs Department, Workforce Partnerships and Special Projects Division for the furnishing of labor market analytics; and

WHEREAS, Economic Modeling, LLC, authorized to do business in the State of Florida, is the sole source provider of this particular Workforce Development Software Licensing; and

WHEREAS, it is in the best interest of the City of Tampa to enter into a Subscription Services Agreement with Economic Modeling, LLC to purchase said Workforce Development Software Licensing.

NOW, THEREFORE,

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

Section 1. That the Subscription Services Agreement between the City of Tampa and Economic Modeling, LLC for the purchase of Workforce Development Software Licensing is approved in its entirety, or in a form substantially similar thereto.

Section 2. That the Subscription Services Agreement shall be for a one-year period from June 3, 2024 through June 2, 2025.

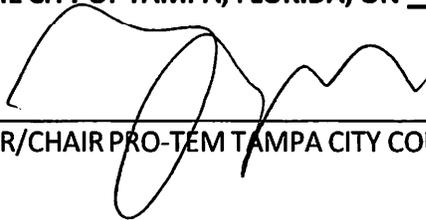
Section 3. This Resolution approves a Subscription Services Agreement between the City of Tampa and Economic Modeling, LLC for the purchase of Workforce Development Software Licensing, in the amount of \$31,000, subject to annual appropriation, for use by the Neighborhood and Community Affairs Department, Workforce Partnerships and Special Projects Division within the General Fund.

Section 4. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal of the City to, said to Subscription Services Agreement on behalf of the City.

Section 5. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out the terms and conditions of this Resolution, which shall take effect nunc pro tunc June 3, 2024.

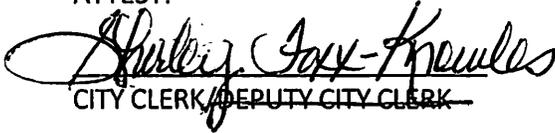
Section 6. The City Clerk shall file a fully executed copy of the Subscription Services Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON SEP 19 2024



CHAIR/CHAIR PRO-TEM TAMPA CITY COUNCIL

ATTEST:



CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s _____
BY MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

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Lightcast Representative: Dalal Alkaldy

Subscription Services Agreement

This Subscription Services Agreement (the "Agreement") dated this 3rd day of June, 2024 is between the City of Tampa, Florida ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Lightcast").

I. Description of Subscription Services

- a. Subscription Service Level. Lightcast will provide Licensee with access to the following web application(s): Developer & Gazelle ("Web App(s)") at the following data level (the "Subscription Services"):
 - Countr(y/ies): US
 - Limited to the following subregion(s): National US Data
- b. Users. Lightcast will provide Licensee with access to the Web App(s) for up to 3 user(s). Users must be employees of Licensee. Lightcast will issue each user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's user list and coordinate training.
- c. Additional Services Provided. The subscription includes the following services:
 - User training
 - Technical support via telephone or e-mail
 - Access to all new data releases (new data is released periodically)
 - Access during the Subscription Term to all updates and upgrades generally released to Licensees at the Subscription Service Level recited above

II. Subscription Term

Lightcast will provide Licensee with access to the Subscription Services described above beginning June 3, 2024 and ending June 2, 2025 (the "Subscription Term").

III. Fee

The fee for the subscription is \$31,000.00, invoiced upon execution of this Agreement.

Payments of invoices are due 45 days from receipt by Licensee of proper invoicing in accordance with Florida's Local Government Prompt Payment Act, Florida Statutes, sec. 218.70 et seq. Sales tax will be added for non-tax-exempt institutions when applicable. Licensee is a tax-exempt governmental agency. Invoices shall contain, but not be limited to the following information: Invoice number; Company Name; Purchase order number; Location (address) and dates of service; Itemized charges.

IV. Terms of Service

- a. License. Lightcast warrants that Lightcast has the legal right by license or ownership of the Licensed Dataset to grant licensees access to and usage of the Licensed Dataset. Licensee is granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") via the Web App(s) subject to the following limitations:
 1. Licensee will allow access to the Web App(s) only to individuals who have been assigned login credentials by Lightcast (each, an "Authorized User").
 2. Licensee and Authorized Users may (i) download elements of the Licensed Dataset using the download tools in

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the Web App(s) for Licensee's internal use, and (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business – either for Licensee or for a third party – provided that Lightcast is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, "How Do I Cite Lightcast Data?" For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee's material contributions of data and/or effort in providing its own services to the third party.

3. Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.
4. Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Lightcast content from the Web App(s) or the Licensed Dataset, or otherwise access the Web App(s) or the Licensed Dataset by any automated means or process, except as expressly permitted by Lightcast. If Licensee's subscription includes access to a bulk data downloader, Licensee may only use the data downloader to run custom reports directly from the Web App(s). Licensee may not use the data downloader to create a dataset or datasets used by any other application such as, e.g., an internal data dashboard.
5. Neither Licensee nor Authorized Users will attempt to replicate the Web App(s) or the Licensed Dataset in design, content, or functionality.
6. If the Web App(s) or the Licensed Dataset include access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
7. Any profile data or PII included in the Licensed Dataset is to be used for research purposes only. Licensee may not use the Licensed Dataset to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.

b. Disclaimers

The Subscription Services are provided "as is," without warranty for a particular purpose or project. Lightcast is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on the Subscription Services and the outcomes of those decisions, including any economic loss.

The reports and forecasts in the Subscription Services are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Lightcast uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in the Subscription Services may differ significantly from actual circumstances or outcomes. In addition, Lightcast cannot make any representation of the completeness of data aggregated from any source.

The Subscription Services use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Lightcast updates and upgrades products and services periodically. Except as expressly stated otherwise herein, Lightcast is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee.

V. Limitation of Liability

LIGHTCAST'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO LIGHTCAST FOR THE PRODUCT OR SERVICE IN QUESTION.

VI. Applicable Law

Any litigation regarding interpretation or enforcement of this Agreement shall be brought in the state of Florida, and this Agreement shall be interpreted according to the laws of the state of Florida without regard to any conflict of law provisions.

VII. Termination

- a. Lightcast may suspend delivery of the Services to Licensee during any period that Licensee fails to pay when due any fees described in this Agreement, and Lightcast's delivery obligation shall not be re-instated until Licensee has paid Lightcast any past due fees.
- b. In addition to any other remedy available at law or equity, Lightcast may suspend delivery of the Services, either in whole or in part, at any time it has reasonable cause to believe the Services are being used in violation of the license and/or terms of use set forth herein.
- c. Either party may terminate this Agreement if: (i) the other party breaches a material obligation hereunder which is by its nature incurable or, if curable, remains uncured thirty (30) days after written notice describing the breach is provided to the breaching party; (ii) a receiver is appointed for the other party or its property, (iii) the other party makes an assignment for the benefit of its creditors, (iv) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within thirty (30) days of such commencement. If Lightcast terminates this Agreement under the terms of this paragraph, Licensee will not be entitled to a refund of any amounts paid to Lightcast under this Agreement.

VIII. Compliance with Laws

Lightcast warrants that its performance under this Agreement complies with all applicable laws. If at any time during the term of this Agreement it becomes unlawful for Lightcast to continue performance, Lightcast may immediately terminate its performance under this Agreement without penalty. If Lightcast terminates under this section, Lightcast will refund the unused portion of any prepaid fees.

IX. Complete Agreement

This is the complete agreement between the parties. Any amendments to this Agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties. Terms included in a purchase order issued by Licensee with respect to this Agreement do not apply unless the purchase order is signed by an authorized representative of Lightcast.

X. Indemnity/Warranty

Lightcast warrants that the products and services, will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights arising under the laws of the United States. Lightcast further warrants that no act or omission of Lightcast will result in a third party holding any other legitimate claim that interferes with Licensee's enjoyment of Lightcast's products and services.

If a claim is made by a third party against Licensee that alleges infringement or misappropriation of intellectual property concerning Lightcast's products and services under this Agreement, Lightcast shall defend against such claim at its own expense and shall indemnify Licensee and hold Licensee harmless against any settlement or final judgment including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against Licensee and any other costs and expenses that Licensee should incur as a result of the foregoing.

If a claim is made by a third party against Licensee that alleges infringement or misappropriation of intellectual property concerning Lightcast's products and services under this Agreement or if Lightcast believes that a

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likelihood of such a claim exists, Lightcast shall, in Lightcast's sole discretion, procure for Licensee the right to continue using the Lightcast services, modify it to make it non-infringing, but continue to meet the functionality as contracted for by Licensee, or replace it with a product of like functionality; provided, however, if none of the foregoing is reasonably available to Lightcast, either party may terminate the license granted herein, in which case Licensee shall be refunded a sum equivalent to one twelfth (1/12th) of the Fees paid, multiplied by the number of months remaining in the current Term of the Agreement.

This section X shall survive termination of the Agreement.

XI. INSURANCE

Prior to commencing any work or services under the Agreement, LIGHTCAST shall provide, pay for, and maintain insurance as set forth in Exhibit 1 – City of Tampa Insurance Requirements, attached hereto and incorporated herein by reference, during the term of the Agreement or for such longer period of time as set forth in the Exhibit 1.

XII. Public Entity Crimes.

Per FLA. STAT. § 287.133: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in FLA. STAT. § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Lightcast certifies that it is not on the convicted vendor list.

XIII. Scrutinized Companies Certification.

Lightcast certifies in accordance with FLA. STAT. § 287.135, which prohibits local government agencies from entering into or renewing a contract for goods or services (i) of any amount with companies that are on the Boycott Israel List or engaged in a boycott of Israel and (ii) of \$1 million or more, with companies that are on either the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria, that *Lightcast* is not in violation of FLA. STAT. § 287.135 and not on such lists, engaged in such a boycott, or engaged in such business operations. *Lightcast* acknowledges and agrees the Agreement may be terminated at Licensee's option if it is found (i) *Lightcast's* foregoing certification is false or (ii) Lightcast has been placed on such lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria

XIV. Ethics Code.

Lightcast shall comply with all applicable governmental and city rules and regulations including the City of Tampa's Ethics Code, which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522). Moreover, Lightcast acknowledges and understands that the Ethics Code prohibits any Licensee officer or employee from receiving any substantial benefit or profit out of any contract or obligation entered into with Licensee, or from having any direct or indirect financial interest in effecting any such contract or obligation. Lightcast shall ensure that no Licensee officer or employee receives any such benefit or interest as a result of the Agreement (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

XV. Nondiscrimination.

During the performance of the Agreement, Lightcast herein assures Licensee, that Lightcast is in compliance #UYNMBZJA0D2U3Uv1

with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that Lightcast does not on the grounds of race, color national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against said Lightcast's employees or applicants for employment. Lightcast understands and agrees that the Agreement is conditioned upon the veracity of this statement of assurance, and that violation of this condition shall be considered a material breach of this Agreement. Furthermore, Lightcast herein assures Licensee that Lightcast will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

XVI. Employee Verification.

Lightcast agrees to comply with Section 448.095, Florida Statutes and to utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed by Lightcast during the term of the contract to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Lightcast to perform work pursuant to the contract.

XVII. Sovereign Immunity.

Licensee does not explicitly or impliedly waive its rights to the privileges, rights, immunities, or limitations of liability provided in Section 768.28, Florida Statutes, or any other statutory limitations provided for in the Florida Statutes.

XVIII. MISCELLANEOUS.

- a. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- b. This Agreement is not assignable, transferable or sublicensable by either party without the other party's prior written consent.
- c. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.
- d. Licensee's obligation to pay under this Agreement is contingent upon Licensee's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated.
- e. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notices shall be provided to Lightcast and Licensee as following:

Economic Modeling, LLC
 232 N. Almon Street
 Moscow, ID 83843

Purchasing Department, City of Tampa
 City of Tampa Hanna Avenue Municipal Center
 2555 East Hanna Avenue
 Tampa, FL 33610

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For Lightcast:

Benjamin Comin
Benjamin Comin (Oct 11, 2024 09:21 PDT)

Authorized Signature
 Benjamin Comin

Printed Name

Economic Modeling, LLC
 232 N. Almon Street
 Moscow, ID 83843

For Licensee, City of Tampa

Jane Castor

Authorized Signature
 Jane Castor, Mayor

Printed Name

City of Tampa
 306 E Jackson St
 Tampa, Florida 33602



Attest:
 (Seal) Shirley Cox-Knowles
 City Clerk/Deputy City Clerk

Approved as to Form:

Marcella Hamilton
 Marcella Hamilton
 Assistant City Attorney

Invoicing Information (to be completed by customer at time of signature)	
Accounts Payable Email:	
Vendor Portal (if applicable):	
Purchase Order Number:	
Is a PO required? (check one) Yes <input type="checkbox"/> No <input type="checkbox"/>	Is customer tax-exempt? Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast	If yes, please provide tax-exempt certificate at time of signature

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EXHIBIT 1 - 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, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) 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. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses.

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.

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:

- (1) Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
- (2) 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 ensure 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 an 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 an 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.

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.

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