

CRA RESOLUTION NO. 2026-_____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, APPROVING THE FLORIDA AQUARIUM, INC. GRANT FUNDING AND CONSTRUCTION AGREEMENT BY AND BETWEEN SAID COMMUNITY REDEVELOPMENT AGENCY (“CRA”) AND THE FLORIDA AQUARIUM, INC. (“AWARDEE”) TO REPAIR AND RENOVATE PROPERTY GENERALLY DESCRIBED AS 701 CHANNELSIDE DRIVE TAMPA, FLORIDA 33602 (“THE FLORIDA AQUARIUM PROPERTY”) INCLUDING MAJOR IMPROVEMENTS TO AND RENOVATIONS OF THE EXISTING FACILITIES, CREATING NEW EXHIBITS, A MULTI-SPACE GALLERY AND A LARGE-SCALE OUTDOOR EXHIBIT ON PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CHANNEL DISTRICT COMMUNITY REDEVELOPMENT AREA; AUTHORIZING EXECUTION OF THE COMMUNITY REDEVELOPMENT GRANT FUNDING AGREEMENT BY THE CHAIR OF THE CRA AND ATTESTATION BY THE CRA SECRETARY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.370(2)(d), Florida Statutes, authorizes the Community Redevelopment Agency of the City of Tampa (“CRA”) to enter contracts with other public or private persons or agencies for the furnishing of repairs or rehabilitation required for or in connection with community redevelopment in a designated community redevelopment area; and

WHEREAS, the Awardee has proposed to redevelop the The Florida Aquarium Property through major improvements to and renovations of the existing facilities, creating new exhibits, a multi-space gallery and a large-scale outdoor exhibit, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Proposed Project”); and

WHEREAS, the Proposed Project will be located within the boundaries of the Channel District Community Redevelopment Area (the “Community Redevelopment Area”) as more particularly described in **Exhibit “B”**; and

WHEREAS, the Awardee has requested financial assistance from the CRA in connection with the construction of the Proposed Project; and

WHEREAS, subject to the terms and conditions of this Agreement, the CRA is willing to provide financial assistance to the Awardee in connection with the construction of the Proposed Project; and

WHEREAS, the purpose of this Agreement is to detail the respective responsibilities and obligations of the CRA and the Awardee relating to the funding of the construction and completion of the Proposed Project.

**NOW, THEREFORE,
BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA, FLORIDA, THAT:**

Section 1. This Community Redevelopment Agency Grant Funding Agreement for Construction/Rehabilitation by and between the CRA and the Awardee, is approved in the form of the copy attached hereto or in substantially similar form.

Section 2. The Chair of the CRA is authorized and empowered to execute, and the Secretary to attest to said Community Redevelopment Agency Grant Agreement in the form of the copy attached hereto or in substantially similar form.

Section 3. The CRA hereby approves and confirms the transfer of up to \$5,000,000.00 from the Channel District Community Redevelopment Area's budget in FY 2026 towards the cost of the Proposed Project. The total CRA grant in the maximum amount of \$15,000,000.00 is, therefore, appropriated in the CRA's FY 2026, FY 2027 (up to \$5,000,000.00) and FY 2028 (up to \$5,000,000.00) budgets for uses consistent with this Agreement in connection with the Proposed Project (the "CRA Project Grant").

Section 4. That the proper officers of the CRA and the Awardee are authorized to do all things necessary and proper to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA ON _____.

ATTEST:

CRA SECRETARY/DEPUTY SECRETARY

CRA CHAIR/PRO TEM CHAIR OF THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF TAMPA, FLORIDA

APPROVED AS TO FORM:

E/S Clifford B. Shepard
CLIFFORD SHEPARD
CRA ATTORNEY

THE FLORIDA AQUARIUM, INC.
GRANT FUNDING AND CONSTRUCTION AGREEMENT

THIS GRANT FUNDING AND CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ 2025, by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the “CRA”), whose address for purposes hereof is 306 E. Jackson Street, 2nd Floor North, Tampa, Florida 33602 and **THE FLORIDA AQUARIUM, INC.** (the “Awardee”), whose address for purposes hereof is 701 Channelside Drive Tampa, Florida 33602.

WITNESSETH:

WHEREAS, Awardee has proposed to make a major improvement to and renovations of the existing facilities, creating new exhibits, multi-space gallery and a large-scale outdoor exhibit as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Proposed Project”); and

WHEREAS, the Proposed Project will be located within the boundaries of the Channel District Community Redevelopment Area (the “Community Redevelopment Area”); and

WHEREAS, the Awardee has requested financial assistance from the CRA in connection with the construction of the Proposed Project; and

WHEREAS, subject to the terms and conditions of this Agreement, the CRA is willing to provide financial assistance to the Awardee in connection with the construction of the Proposed Project; and

WHEREAS, the purpose of this Agreement is to detail the respective responsibilities and obligations of the CRA and the Awardee relating to the funding of the construction and completion of the Proposed Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and Awardee hereby agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

- (a) **Architect:** The architect, and/or architectural firm, selected by the Awardee to prepare the architectural drawings and specifications for the Proposed Project, who is

subject to the prior review and approval of the CRA as provided in Section 3.1, below. The Architect must be properly licensed as such by the State of Florida and all appropriate professional and regulatory agencies and must enter a contract with the Awardee for providing all architectural services required in connection with the Proposed Project including, without limitation, the requirements contained in this Agreement.

(b) Awardee Funds: All funds necessary for Completion of the Improvements constituting the Proposed Project, less the CRA Funds, including, without limitation: (i) the amount by which the Construction Contract and all other Hard Costs required to complete the Proposed Project exceed the CRA Funds; (ii) the cost of any Plan Change, as defined herein; (iii) the Completion Deposit due (if any required by the CRA); and (iv) all Soft Costs [as defined in Paragraph 1.1 herein] associated with the planning, permitting, construction, completion and furnishing of the Proposed Project.

(c) Community Benefits Agreement: Notwithstanding any provision herein to the contrary, the CRA shall not be under any obligation to reimburse the Awardee for any of the CRA Related Improvements until the Awardee and the City have executed a community benefits agreement (CBA”) in accordance with sections 2-850 through and including 2-856 of the City Code.

(d) Completion Deposit: The amount equal to the difference between the amount which the Independent Supervising Architect [as defined in Paragraph 1.1 herein] from time to time reasonably determines to be necessary to pay all costs needed to complete the Improvements (including any approved Plan Changes [as defined in Paragraph 1.1 herein]) and the total remaining CRA Funds [as defined in Paragraph 1.1 herein] and the Awardee Funds [as defined in Paragraph 1.1 herein].

(e) Completion of Improvements: Lien-free completion of the Improvements constituting the Proposed Project in accordance with the Plans [as defined in Paragraph 1.1 herein], such completion being evidenced to the reasonable satisfaction of the CRA by compliance with all applicable legal requirements authorizing occupancy and use of the Improvements, including all necessary certificates of occupancy (or their equivalent), a certificate from the Architect or the Independent Supervising Architect [as defined in Paragraph 1.1 herein] (whichever is required by the CRA) that the Improvements have been completed in substantial accordance and compliance with the Plans, an Affidavit and full release of liens in recordable form from the General Contractor [as defined in Paragraph 1.1 herein] and, upon request of the CRA, any other contractors or subcontractors who have performed work on, or furnished materials for the Improvements.

(f) Construction Contract: The Construction Contract is the contract or agreement by and between the Awardee and the General Contractor [as defined in Paragraph 1.1 herein]. The Construction Contract shall be subject to the prior review and approval of the CRA as provided in Section 3.1 below and must comply with all requirements contained in this Agreement. Without limiting the foregoing, the Construction Contract shall, among other things, require the posting of an unconditional

payment bond in the full amount of the Construction Contract in accordance with Section 713.23, *Florida Statutes*, and shall include the minimum insurance requirements contained in **Exhibit “C”** to this Agreement.

(f) CRA Funds: Subject to the terms hereof, the sole financial contribution of the CRA shall be tax increment revenues deposited in the trust fund for the Community Redevelopment Areas in accordance with the schedule attached hereto as **Exhibit “D”** for a total amount not to exceed the lesser of 50% of the Hard Costs [as defined in Paragraph 1.1 herein] required to construct the Improvements [as defined in Paragraph 1.1 herein], or Fifteen Million and No/100th Dollars (\$ 15,000,000), subject to being decreased for any out-of-pocket expenses or costs incurred by the CRA in connection with this Agreement or the Proposed Project or as otherwise provided in this Agreement.

(g) Event of Default: Any happening or occurrence described in Article 9 and/or Article 11 below.

(h) General Contractor: A properly licensed and experienced general contractor selected and engaged by the Awardee to serve as the general contractor and/or construction manager to construct the Improvements constituting the Proposed Project or any part thereof. The General Contractor shall also be subject to the prior reasonable review and reasonable approval of the CRA as provided in Sections 3.1 and other requirements contained herein. Such review and decision will take place within ten (10) business days of written submission from Awardee to the CRA. For purposes hereof, “business days” are days when the offices of the City and CRA are open to the public during normal working hours, it being understood that weekends and City holidays are expressly excluded.

(i) Governmental Authority: All courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

(j) Guaranty(ies): That or those instruments or agreements of guaranty, guaranty and completion, or otherwise (individually and/or collectively, as the context may require), now or hereafter in effect, from one or more guarantors (“Guarantor(s)”) in favor of the CRA or one or more financial institutions providing a loan in connection with the Proposed Project or otherwise constituting part of the Indebtedness [as defined in Paragraph 1.1 herein] guaranteeing the Completion of Improvements.

(k) Hard Costs: All costs required to be paid to the General Contractor or to a third party (other than the Awardee or any affiliate) for labor, time and materials contemplated or set forth in the Construction Contract for the completion of all Improvements constituting the Proposed Project including all work to be performed by any of the subcontractors.

Additional Hard Costs associated with Plan Changes [as defined in Paragraph 1.1 herein] shall be paid exclusively by the Awardee.

(l) Improvements: The improvements described in the Plans as defined in Paragraph 1.1 (t) and included in the scope of the Construction Contract as may be modified by permitted Plan Changes [as defined in Paragraph 1.1 herein] and being generally described as the “Proposed Project.”

(m) Indebtedness: The principal of, interest on, and all other amounts, payments and premiums due under any note, mortgage or credit facility and all other documents now or hereafter executed by the Awardee or any other person or party on behalf of the Awardee in connection with any loan, mortgage or credit facility obtained by the Awardee to provide the Awardee Funds.

(n) Independent Supervising Architect: An architect selected, engaged, and retained by the CRA, as deemed necessary by the CRA in its sole opinion, to supervise construction of and inspect the Improvements on behalf of the CRA. The Independent Supervising Architect/Engineer may be the City Architect if agreed to by the CRA and the City.

(o) Commitment(s)/Loan Commitment(s): One or more agreements, if any, between the Awardee and either: (i) an individual or other entity agreeing to make a charitable donation for the construction of the project; or (ii) an agreement with a financial institution or lender (“Lender”) acceptable to the CRA providing for a portion of the Awardee Funds [as defined in Paragraph 1.1 herein] upon terms and conditions acceptable to the CRA and available for use to pay for the Completion of Improvements [as defined in Paragraph 1.1 herein] (also defined herein as “Loan Commitment”). If there is no Commitment currently in effect or if a Commitment is executed after the date of this Agreement, then the provisions of this Agreement pertaining thereto shall become effective at such time as there is such an effective Commitment.

(p) Obligations: All of the covenants, warranties, representations and other obligations made or undertaken by the Awardee or any Guarantor or any other person or party set forth in any Commitment, or any or all other documents now or hereafter executed by the Awardee or any other party or person in connection with any loan(s) provided to insure payment of the Awardee Funds for construction of the Improvements.

(q) Plans: All contracts and agreements, written or oral, between Architect/Engineer and Awardee, together with the final plans and specifications, shop drawings and other technical descriptions prepared for the construction of the Improvements, a true and correct original counterpart of all of which shall be delivered to the CRA.

(r) **Plan Change:** Any material modifications, amendments, or changes to the Plans, including change orders, made by or on behalf of the Awardee after the Plans have been submitted to and approved by the CRA.

(s) **Soft Costs:** All costs, fees and expenses due to the Architect/Engineer, any engineering fees, construction management fees, plan review fees, permit fees, contingency deposits, insurance premiums, costs or fees due for survey or geotechnical services, insurance premiums, the cost of required bonds, fees for owner’s representative services or monitoring, allowances and costs for furniture, furnishing and equipment (commonly referred to as “FF&E”), any internal costs or fees incurred by Awardee (including, without limitation, any salary or overtime incurred by an employee Awardee), and all other costs or fees not related to the actual construction of the Improvements, or which would otherwise be generally be considered “soft costs.”

ARTICLE 2.
FINDINGS OF COMPLIANCE WITH
THE COMMUNITY REDEVELOPMENT ACT
AND COMMUNITY REDEVELOPMENT PLAN

2.1 Compliance with the Florida Community Redevelopment Act and Community Redevelopment Plan:

(a) Section 163.387(6)(c), *Florida Statutes*, states that the annual budget of a community redevelopment agency may provide for the payment of expenses that are necessary to exercise the powers granted under Section 163.370, *Florida Statutes*, as delegated under Section 163.358, *Florida Statutes*. Per Section 163.358, *Florida Statutes*, the City has delegated the powers granted to it in Section 163.370, *Florida Statutes*, to the CRA.

(b) The adopted Community Redevelopment Plan for the Community Redevelopment Area specifically identifies the Florida Aquarium as an early anchor feature for the district. The proposed redevelopment aligns with the district’s goal 1 – Increase Cooperation and Collaboration and Goal 2 Increase Park, Open Spaces, Recreation and Cultural Opportunities; it also supports the redevelopment and expansion of the Florida Aquarium which will increase visitors’ attendance and will have a direct economic impact by supporting businesses in Channel District, as well as adjacent neighborhoods, city, county, region and state.

(c) Based on the foregoing statements contained in paragraphs 2.1(a) and 2.1(b) above, which are true and correct, the CRA and the Awardee agree and confirm that this Agreement is in compliance with both the Florida Community Redevelopment Act, as amended, and the adopted Community Redevelopment Plan for the Community Redevelopment Area. It is also agreed that the expenditure of funds in connection with the Proposed Project is a proper expenditure of public funds since the purpose of the Proposed Project will provide a thriving cultural anchor and strengthens the Channel District brand,

increases neighborhood work, life, play priorities and encourages continual private and public investment in neighborhood.

ARTICLE 3.
CONDITIONS PRECEDENT TO
CRA’S OBLIGATIONS UNDER THIS AGREEMENT

3.1 Conditions Precedent: Notwithstanding any provision herein to the contrary, the CRA’s obligation to expend any CRA Funds for the construction of any Improvements constituting the Proposed Project is contingent upon satisfaction of each and every of the following “Conditions Precedent” being satisfied on or before the earlier of when building permits are issued by the City for the Proposed Project or August 1st, 2026 (the “Conditions Precedent Satisfaction Date”):

(a) Submission of the final, detailed Plans for the Improvements by the Awardee to the CRA, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the Plans are consistent with the description and scope of the Proposed Project as set forth in **Exhibit “A”** to this Agreement and the approved budget for the Proposed Project;

(b) Submission of the Construction Contract to the CRA duly executed by the General Contractor and the Awardee, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the Construction Contract and the General Contractor are consistent with the terms, conditions and requirements contained in this Agreement;

(c) A certificate from the Architect and, if the CRA elects, the Independent Supervising Architect, stating that the Plans have been reviewed by him, her or them and that he, she or they have no knowledge that would cause he, she or them to believe that the Construction Contract does not satisfactorily provide for the Completion of the Improvements;

(d) Submission of the final budget for the Proposed Project to the CRA, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the CRA Funds together with the Awardee Funds currently on hand together and/or Commitment(s) are sufficient to fund the construction of the Proposed Project, it being understood that the final budget shall be based on and reflect the approved Plans, Construction Contract, any other Hard Costs for the construction of the Improvements, together with fees and expenses considered Soft Costs associated with the Proposed Project;

(e) Submission of a fundraising plan by the Awardee to the CRA, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied, evidencing the Awardee’s plan and ability to raise a minimum of \$15,000,000.00 to be used in connection with the Proposed Project and increasing the endowment of the Awardee for the long-term operation and maintenance of the Proposed Project located on the Land;

(f) Evidence reasonably satisfactory to the CRA that the Awardee has cash on hand or Commitments (other than the CRA) acceptable to the CRA, to immediately cover at least \$15,000,000 of the Hard Costs and Soft Costs associated with the construction of the Proposed Project, it being expressly understood that an acceptable Commitment from a donor for purposes of this condition precedent must be, at a minimum, a legally enforceable written agreement to charitably donate (not loan) a specific amount of money to be used to pay Hard Costs or Soft Costs associated with the Proposed Project, executed by the donor and providing for a payment schedule of the donation in a manner that the design and construction of the Proposed Project can be fully funded and completed as provided in the Construction Contract given the scheduled disbursement of the CRA Funds as provided in **Exhibit “D”** to this Agreement;

(g) Evidence that the Awardee has Loan Commitment(s) or closed loans, which are subject to the approval of the CRA, from one or more financial institution(s) or foundation(s) necessary to provide the remaining share of the Awardee Funds (over and above cash on hand or firm charitable Commitments necessary for the timely Completion of the Improvements and the payment of all costs contemplated in the final budget for the Proposed Project less the CRA Funds committed to the Proposed Project;

(h) The approval and execution of a Community Benefits Agreement by and between the Awardee and an eligible “Community Organization” as defined in and in compliance with the CRA’s “Community Benefits Agreement Policy for Major Projects” attached hereto as **Exhibit “B;”**

(i) The issuance of all authorizations, approvals and permits of any kind or nature, which are required from any Governmental Authority in connection with the construction, funding and proposed use of the Improvements constituting the Proposed Project; and

(j) The execution, posting and recordation of a payment and performance bond as required under the Construction Contract and in accordance with Section 255.05, *Florida Statutes*.

If the above-referenced Conditions Precedent are not satisfied on or before the aforementioned Conditions Precedent Satisfaction Date, then this Agreement shall terminate, and the parties shall be relieved of any further obligations under this Agreement.

ARTICLE 4.
THE FLORIDA AQUARIUM, INC.
WARRANTIES AND REPRESENTATIONS

Awardee respectively hereby unconditionally warrants and represents unto the CRA as follows:

4.1 Information. All information, reports, papers, requests, and other data (including, without limiting the generality of the foregoing, All balance sheets, fund- raising Plans, Loan Commitment(s), budgets, disbursement requests, statements of income or loss, reconciliation of surplus and financial data of any other kind) heretofore furnished, or to be furnished to the CRA by or

on behalf of Awardee, are, or when delivered will be, true and correct in all material respects; all financial data have been, or when delivered will have been, prepared in accordance with generally accepted accounting principles consistently applied and fully and accurately present, or will present, the financial condition of the subjects thereof as of the dates thereof; and with respect to the financial data heretofore furnished, no materially adverse change has occurred in the financial condition reflected therein since the dates thereof.

4.2 Validity of Documents. All actions by the Awardee, respectively, requisite for the due authorization, creation, issuance, execution and delivery of this Agreement, the Construction Contract and any other document with respect to the design, permitting and construction of the Improvements together with any loan obtained now or in the future to pay the Awardee Funds, has been or will be duly and effectively taken, and each such document shall constitute a legal and binding obligation of, and is valid and enforceable against Awardee in accordance with the terms thereof.

4.3 Compliance with All Applicable Laws and Requirements. The design, permitting, funding, construction, and operation of the Proposed Project by the Awardee shall comply with all applicable laws, permitting requirements and authorizations required or issued by any Governmental Authority. Without limiting the foregoing provision, the Awardee represents and warrants that it shall comply with the City's Code of Ethics (Chapter 2, Article VIII, City Code) in connection with the design, funding, construction, and operation of the Proposed Project.

4.4 No Discrimination. The Awardee hereby assures the CRA, to its actual knowledge, that Awardee is in compliance 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 the Awardee does not discriminate in any form or manner in employment or in contracting on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. In addition, the Awardee hereby represents and warrants that the General Contractor selected and engaged to construct the Proposed Project shall also comply 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 connection with employment of persons and the award of subcontracts in connection with the construction of the Proposed Project. Finally, the Awardee covenants and agrees that it shall comply with both the women and minority business enterprise ("WMBE") and small local business enterprise ("SLBE") requirements contained in Chapter 26.5 of the City Code in connection with the selection of the Architect, General Contractor and other companies or entities selected by the Awardee in connection with the design, permitting and construction of the Proposed Project.

4.5 Representations and Warranties Continue. All warranties and representations above shall be deemed to be continuing and shall remain true and correct in all material respects until the Completion of Improvements. All Awardee covenants herein shall survive the Completion of the Improvements for a period of three (3) years.

4.6 Changed Circumstances. The CRA or Awardee, as applicable, shall give written and electronic notice to the other party within ten (10) business days of the date such party becomes aware of a material breach of any of Awardee’s representations or warranties in this Article 4 or any change in information, facts or circumstance which would render any of Awardee’s representations or warranties materially untrue (the “Representation Notice”). Such Representation Notice shall provide sufficient detail of the alleged matter and include relevant documentation supporting the claim described in the Representation Notice. Awardee shall have a period of thirty (30) days after receipt or delivery (as applicable) of any such Representation Notice to attempt (without any obligation to do so) to render such representations or warranties materially true and correct (the “Representation Cure Period”).

**ARTICLE 5.
COVENANTS AND AGREEMENTS OF THE AWARDEE**

The Awardee respectively hereby unconditionally covenants and agrees with the CRA as follows:

5.1 Construction of Improvements and Funding. The Awardee agrees that the construction of the Proposed Project shall not commence until all the “conditions precedent” in Section 3.1 of this Agreement have been satisfied. Thereafter, the Awardee shall insure the Improvements will be completed in a good and workmanlike manner in conformance with the Plans, all applicable legal requirements, permits issued for the Proposed Project and the provisions of this Agreement, on or before the completion date established by the Construction Contract (subject to “force majeure” events if permitted in the Construction Contract) and free and clear from all liens, or claims for liens. Without limiting the foregoing, it is expressly understood and agreed that (i) construction of the Improvements shall not be commenced unless and until the Awardee has furnished evidence satisfactory to the CRA that the Awardee has cash on hand or Commitments to immediately cover at least \$15,000,000.00 of the Hard Costs and Soft Costs associated with the construction of the Proposed Project; and (ii) evidence that the Awardee has Loan Commitment(s) from one or more financial institution(s) or foundation(s) necessary to provide the remaining share of the Awardee Funds necessary for Completion of the Improvements and the payment of all costs contemplated in the final budget for the Proposed Project less the CRA Funds committed to the Proposed Project. The Awardee Funds shall be placed in a separate account and the Awardee shall provide monthly updates to the CRA regarding the amount of Awardee Funds currently available to fund the construction of the Improvements.

5.2 Plan Changes. After the final Plans have been furnished to and approved by the CRA, no Plan Changes or changes of a material nature including, without limitation, change orders in excess of \$10,000.00, which are not otherwise as permitted and fully funded construction contingencies, will be made to them by, or be permitted to be made to them by the Awardee or any Architect or any other person or entity without the prior written approval by the CRA unless: (a) said Plan Changes are in conformance with any and all applicable legal and permitting requirements, including, without limitation, the Florida Building Code; and (b) the Awardee immediately pay(s) or can provide evidence of funding of all costs, fees or expenses associated any such Plan Change(s).

5.3 Construction Disbursements and Costs. So long as CRA Funds are available as described in Article 7, all payments required under the Construction Contract shall be made pro rata out of the CRA Funds and The Florida Aquarium, Inc. Funds. The pro rata payment shall be

determined by multiplying the amount due under a progress payment request made by the General Contractor under the Construction Contract (less any permitted retainage) by the following fractions: (a) the CRA payment fraction shall be the total CRA Funds as the numerator and the total amount due under the original Construction Contract as the denominator; and (b) the Awardee's payment fraction shall be the total amount due under the original Construction Contract less the total amount CRA Funds as the numerator and the total amount due under the original Construction Contract as the denominator. Notwithstanding the foregoing fraction formulas, in no event shall the CRA be responsible for more than 50% of any progress payment request made under the Construction Contract. In addition, the Awardee shall be solely responsible for paying any fees and costs resulting from Plan Changes or change orders as allowed under this Agreement and for any Soft Costs associated with the construction of the Improvements. Further if the CRA's pro rata share of one or more progress payment requests made under the Construction Contract in any given CRA fiscal year exceed(s) the amount of CRA Funds then available, the Awardee shall be solely responsible for funding said payment requests, and the CRA Funds necessary to pay the CRA's pro rata share will be repaid to the Awardee when additional CRA Funds are made available in accordance with Article 7 of and **Exhibit "D"** to this Agreement. All disbursements of CRA Funds shall occur in accordance with and comply with Articles 7 and 8 of this Agreement. The payment of all costs and fees associated with the construction of the Proposed Project in excess of the CRA Funds as provided in this Agreement shall be the sole and exclusive responsibility of the Awardee.

5.4 Recognition of the CRA. Upon Completion of Improvements and payment of the CRA Funds for the Proposed Project, the financial contribution of the CRA to the completion of the Proposed Project shall be permanently recognized by the Awardee as more particularly described in **Exhibit "E"** attached hereto and made a part hereof by this reference. Such recognition shall be permanent and shall not be removed or altered by the Awardee without the prior written consent of the CRA.

5.5 Public Records. The Awardee agrees to comply with Florida's Public Records Law in connection with this Agreement, and specifically will: (1) keep and maintain public records that are required or ordinarily and necessarily would be required by the CRA under this Agreement for the funding of the construction of the Proposed Project; (2) provide the public with access to public records on the same terms and conditions that the CRA and 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 CRA all public records in possession of the Awardee 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 CRA in a format that is compatible with the information technology systems of the City.

IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THEIR

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE CITY ATTORNEY AT (813) 274-8996, ERIN.BRADLEY@TAMPAGOV.NET, AND MAILING ADDRESS OF OFFICE OF THE CITY ATTORNEY, OLD CITY HALL, 5TH FLOOR, 315 E. KENNEDY BLVD., TAMPA, FL 33602.

5.6 Audit. The CRA or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of the Awardee related to its performance of this Agreement. The Awardee must retain all such records for a minimum period of six (6) years from the date of termination of this Agreement, including any renewal or extension hereof, or for such longer period as required by federal or state law or in connection with the completion of any audit in progress. The Awardee must keep all financial records in a manner consistent with generally accepted accounting principles. Access must be provided to the CRA or its agents during normal business hours to review the requested records no later than ten (10) calendar days after the written request is made by the CRA or its authorized representative. The Construction Contract shall also include the same right to audit the records of the General Contractor in connection with the Construction Contract and the Proposed Project in favor of the CRA.

5.7 Indemnification and Hold Harmless. The Awardee hereby releases and agrees to defend, indemnify, and hold harmless the CRA, the City of Tampa, together with the officers, elected and appointed officials, and employees of the CRA and/or the City from and against all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether in preparation of, at trial or on appeal), which either the CRA or the City may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act on the part of the Awardee, the Architect, the General Contractor, their agents or employees, in the execution or performance of the obligations assumed under or incidental to, the design, permitting and construction of the Improvements constituting the Proposed Project, except when caused by the fault, failure, or negligence of the CRA, the City, or one of their agents or employees. To the extent that this Agreement is considered a construction contract, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of \$1 Million Dollars or a sum equal to the total amount that the CRA has agreed to fund (\$15,000,000) under this Agreement as the monetary limitation on the extent of the indemnification.

5.8 Construction Contract. The Construction Contract shall comply with all terms, conditions and requirements contained elsewhere in this Agreement. In addition, the Construction Contract will require the General Contractor to comply with all applicable laws, codes, ordinances, permitting requirements or agreements pertaining to the construction of the Proposed Project. Without limiting the foregoing provision, the General Contractor must agree to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Construction Contract for the services specified in the award/contract. The General Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Construction Contract. Both the General Contractor and the selected subcontractors must provide the

Awardee with an affidavit stating that the General Contractor and/or its subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee shall maintain a copy of such affidavits until the Completion of Improvements.

5.9 Completion Deposit; Guaranty(ies) or Reduction in Scope. If, in the reasonable judgment of either the Architect or the Independent Supervising Architect selected by the CRA, it appears at any time or from time to time that the remaining or then available CRA Funds combined with the remaining or then available Awardee Funds will be insufficient to (i) pay all costs to be incurred in connection with the Completion of Improvements in accordance with this Agreement, or (ii) enable the Awardee to perform and satisfy all of their covenants and agreements contained herein, then the Awardee within thirty (30) days of request by the CRA shall:

- (a) Deposit the Completion Deposit in a separate account held by a financial institution or third party escrow agent acceptable to the CRA, which account shall be in the joint name of the CRA and the Awardee, it being agreed that the Completion Deposit will be disbursed only with the joint authorization of the CRA and the Awardee in accordance with the terms hereof and the Construction Contract as part of the Awardee Funds required to fund the Completion of Improvements including all Soft Costs;
- (b) Provide one or more Guaranty(ies) in favor of the CRA from Guarantor(s), who are also acceptable to the CRA, financially guaranteeing the Completion of Improvements and requiring the payment of the Awardee Funds when required under this Agreement in connection with the Proposed Project. The form and content of the Guaranty(ies) shall be satisfactory to the CRA, and the CRA may require financial information from all Guarantor(s) executing such a Guaranty to ensure that sufficient funds are available from the Guarantor(s) to ensure the Completion of Improvements and the payment of the Awardee Funds when required under this Agreement; or
- (c) Reduce the scope of work on the Improvements to a scope payable to the extent of available CRA Funds and the Awardee Funds.

Any of the foregoing shall be available to the CRA, at the CRA's sole option, along with and in addition to all other remedies available to the CRA at law or in equity and as otherwise provided herein in case of an Event of Default by the Awardee.

5.10 Soft Costs. All Soft Costs associated with the Proposed Project shall be paid solely from the Awardee Funds or by the Awardee. The Awardee must prove to the reasonable satisfaction of the CRA that Awardee Funds include the funds necessary to pay for all the FF&E and other Soft Costs associated with the Proposed Project.

ARTICLE 6.
ASSIGNMENT OF ALL PROPOSED PROJECT
DOCUMENTS TO CRA

6.1 Assignment of Plans; Agreement with Architect; Construction Contract; Permits and Authorizations. The Awardee hereby agrees that upon request of the CRA, at the CRA's sole and absolute discretion, after delivery of notice of any Event of Default by the CRA as hereinafter provided, which Event of Default has not been adequately cured by the Awardee, and the voluntary election of the CRA to complete the Improvements pursuant to Section 10.1 of this Agreement, that the Awardee shall transfer and assign to the CRA all of their respective rights, title and interest in and to the Plans, governmental permits and authorizations associated with the Proposed Project, any agreement with the Architect, the Construction Contract, donations, Loan Commitment(s) and all other agreements of any kind or nature related to the design, permitting, funding and construction of the Proposed Project (collectively, the "Proposed Project Documents"). In connection therewith, it is expressly understood and agreed that: (a) the CRA may use the Proposed Project Documents for any purpose relating to the construction of the Improvements, including, but not limited to the Completion of Improvements; (b) the CRA's acceptance of any such assignment shall not constitute approval of all or any of the Proposed Project Documents by the CRA; (c) the CRA has no liability or obligation whatsoever in connection with the Proposed Project Documents and no responsibility for the adequacy thereof; and (d) this assignment shall inure to the benefit of the CRA, its successors and assigns, including the City or any grantee under an agreement or document of conveyance from the CRA or the City and any corporation formed by or on behalf of the CRA or the City which assumes the CRA's rights and obligations under this Agreement.

ARTICLE 7.
CRA'S COMMITMENT

7.1 Budget & Appropriation of CRA Funds. Provided that such expenditure is permitted by Florida Statutes and that the Awardee has fulfilled all of the conditions precedent as set forth in Section 3.1 of this Agreement (including the Conditions Precedent Satisfaction Date) and is otherwise in compliance with all other terms and conditions contained herein, then, subject to the limitations as hereinafter set forth, the CRA covenants and agrees to budget and appropriate the CRA Funds necessary for payment of its pro rata share of the Hard Costs associated with the construction of the Proposed Project in accordance with schedule attached hereto as **Exhibit "D"** from the community redevelopment trust funds for the Community Redevelopment Area.

7.2 Limitations. Notwithstanding any provision herein to the contrary, the Awardee acknowledges and agrees that the CRA's obligation to budget and appropriate the CRA Funds required for the Proposed Project in any given CRA fiscal year as provided herein and in **Exhibit "D"** is subject to and may be further limited by the obligations of the CRA to pay for certain public infrastructure improvements in the Channel District, in accordance with one or more agreements between the City and the CRA. If these Other CRA Obligations limit the CRA's ability to budget and appropriate CRA Funds in accordance with the schedule attached hereto as **Exhibit "D"** in any given CRA fiscal year, the CRA may extend or adjust the schedule by up

to one hundred eighty-five (185) days by providing written notice thereof to the Awardee provided, however, that it is agreed that the entire CRA Funds committed under this Agreement (\$15,000,000) shall still be finally budgeted, appropriated and then applied by the CRA to the Proposed Project as provided in Section 7.3 of this Agreement and in accordance with the schedule as amended and extended by the CRA.

7.3 Application of CRA Funds. The portion of the CRA Funds budgeted and appropriated each CRA fiscal year as provided in Sections 7.1 and 7.2 above, shall be allocated and applied by the CRA in the following order:

a. The available CRA Funds shall be applied first to the payment of any out-of-pocket expenses incurred by the CRA in connection with performing its obligations under this Agreement, including, without limitation, engaging the services of an Independent Supervising Architect, if deemed necessary by the CRA;

b. The remaining available CRA Funds shall next be applied to repay the Awardee for any advances made by either one of them to pay for the CRA's pro rata share of any approved progress payment requests or "Disbursement Requests" (as hereinafter defined) from the General Contractor under the original Construction Contract for the Hard Costs during the prior CRA fiscal year as determined in accordance with the fractional formula described in Section 5.3 of this Agreement; and

c. The remaining available CRA Funds shall then be applied to pay for the CRA's pro rata share of Disbursement Requests made by the General Contractor for Hard Costs incurred under the Construction Contract as defined in Section 5.3 and approved in accordance with Article 8 of this Agreement and the Construction Contract (but subject to permitted retainage).

7.4 CRA Fiscal Year Defined & Permitted CRA Retainage. In connection with this Agreement, it is understood that the CRA's fiscal year commences on October 1 and ends on September 30 of each calendar year. In addition, the CRA may, at the CRA's sole discretion, withhold as retainage up to 5% of the CRA's pro rata share of all of the Disbursement Requests made by the General Contractor under the Construction Contract, which retainage shall be paid over to the General Contractor, or to the Awardee if it has advanced the CRA's permitted retainage to the General Contractor, upon the Completion of Improvements constituting the Proposed Project.

ARTICLE 8.
CRA REQUIREMENTS FOR CONSTRUCTION
DISBURSEMENT REQUESTS

8.1 Disbursement Requirements. The CRA's obligation to pay its pro rata share of any progress payment requests or construction disbursement requests made by the General Contractor per the formula set forth in Section 5.3, or to repay the Awardee for any advance payment by either or both of them of the CRA's pro rata share, shall be contingent upon the

continued legality of the expenditure under Florida Statutes and compliance with all of the following requirements:

- (a) The General Contractor shall not submit more than one (1) request for progress payments of Hard Costs for work performed or labor and materials provided under the Construction Contract in connection with the construction of the Improvements during any thirty (30) day period (“Disbursement Request”); and
- (b) The General Contractor and, if the CRA requests, the Architect and/or Independent Supervising Architect shall have executed, or caused to be executed, and delivered to the CRA, the Awardee and any Lender(s) the Disbursement Request in writing and in a form acceptable to the CRA with the necessary supporting data (including, without limitation, bills for services or material provided, subcontracts, and/or payment receipts) referred to therein; and
- (c) The Florida Aquarium has cash on hand as may be required to pay its pro rata share of the Aquarium Funds required by the Disbursement Request (plus cash on hand to pay the CRA’s pro rata share if CRA Funds are no longer available for that fiscal year); and
- (d) The issuance of a certificate from the General Contractor and, if the CRA elects, the Architect and/or the Independent Supervising Architect that, in their opinion, the construction of the Improvements theretofore performed has been in substantial accordance with the Plans and that the Completion of Improvements shall occur on or before the completion date set forth in the Construction Contract; and
- (e) The provision of lien waivers or releases (in recordable form) from all contractors, subcontractors, laborers, and materialmen employed or furnishing materials in connection with the construction of the Improvements; and
- (f) No Event of Default shall exist hereunder or under any other agreement between Awardee and the City or the CRA;
- (g) In the good faith judgment of the CRA, the sum of the unadvanced CRA Funds and the Aquarium Funds plus any Completion Deposit or Guaranty(ies), if required by the CRA, are sufficient to complete the Improvements in substantial accordance with the Plans and this Agreement; and
- (h) No order or decree in any court of competent jurisdiction exists enjoining the construction of the Improvements or enjoining or prohibiting the Awardee or the CRA or any of them from performing their respective obligations under this Agreement.

8.2 Notice of Disapproval. The CRA shall provide the Awardee with prompt written notice if the CRA believes that any of the foregoing disbursement requirements contained in Section 8.1 have not been satisfied.

8.3 Third-Party Beneficiaries. All conditions precedent to the CRA's obligation to make advances hereunder are imposed solely and exclusively for the benefit of the CRA and the Awardee. No person or entity other than the CRA or Awardee shall have any standing to require satisfaction of such conditions or be entitled to assume that the CRA will refuse to make advances absent strict compliance therewith, and all such conditions may be freely waived (in whole or in part) by the CRA at any time or times.

ARTICLE 9. EVENTS OF DEFAULT BY THE AWARDEE

Each of the following shall constitute an "Event of Default" by the Awardee hereunder:

9.1 Conditions and Requirements of Agreement. If, at any time, the Awardee is unable to satisfy any condition, requirement or cure any circumstance specified in Articles 4 and 5 above, and such refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of thirty (30) days after the date the CRA gives written notice thereof; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred if the Awardee commences same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion within sixty (60) days after the date of such notice.

9.2 Voluntary Bankruptcy. If the Awardee or any Guarantor or, if any Guarantor is a partnership, joint venture, trust or other type of business association, if any of the parties comprising Guarantor, shall (a) voluntarily be adjudicated as bankrupt or insolvent, (b) file any petition or commence any case or proceeding under any provision or chapter of the Federal Bankruptcy Code or any other federal or state law relating to insolvency, bankruptcy, rehabilitation, liquidation or reorganization, (c) make a general assignment for the benefit of creditors, (d) have an order for relief entered under the Federal Bankruptcy Code with respect to it, (e) convene a meeting of its or his creditors, or any class thereof, for the purpose of effecting a moratorium upon or extension or composition of its or his debts, (f) fail to pay its or his debts as they mature, (g) admit in writing that it or he is unable to pay its or his debts as they mature or generally not pay its or his debts as they mature, or (h) become insolvent.

9.3 Involuntary Bankruptcy. If (a) a petition is filed or any case or proceeding described in Paragraph 9.2 above is commenced against the Awardee or any Guarantor or, if any Guarantor is a partnership, joint venture, trust or other type of business association, against any of the parties comprising any Guarantor, or against the assets of any such persons or entities, unless such petition and the case or proceeding initiated thereby is dismissed within sixty (60) days from the date of the filing, (b) an answer is filed by the Awardee, or any Guarantor or, if any Guarantor is a partnership, joint venture, trust or other type of business association, by any of the parties comprising any Guarantor, admitting the allegations of any such petition, or (c) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of the Awardee or any Guarantor, or, any Guarantor is a partnership, joint venture, trust or other type of business association, of any of the parties comprising any Guarantor, a custodian, trustee, agent or receiver for

it or him, or for all or any part of its or his property, or authorizing the taking possession by a custodian, trustee, agent or receiver of it or him, or all or any part of its or his property unless such appointment is vacated or dismissed or such possession is terminated within sixty (60) days from the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of the Awardee or any Guarantor, of, if any Guarantor is a partnership, joint venture, trust or other business association, of any of the parties comprising any Guarantor, by such custodian, trustee, agent or receiver, other than in the ordinary course of the business of the Awardee or any Guarantor.

9.4 Failure to Pay Amounts When Due. If the Awardee shall fail, refuse or neglect to pay, in full, any payment when due and such failure continues past any applicable cure period: (i) under the Construction Contract; (ii) pursuant to a Plan Change; (iii) a Completion Deposit, if and when the same shall become due; (iv) any advance payment of CRA Funds required in connection in connection with an approved Construction Disbursement as provided in this Agreement; or (v) any other sum required to be paid to a third party (such as a Lender) in connection with the construction of the Proposed Project and the Completion of Improvements other than payment of the CRA Funds as provided for herein.

9.5 Non-Performance of Non-Monetary Obligations. If the Awardee shall fail, refuse or neglect to perform and discharge fully and timely any of non-monetary obligations of either hereunder (i.e. other than a payment due under Section 9.4 above), as and when called for and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of fifteen (15) days after the earlier of (i) the date the CRA gives written notice thereof or (ii) the date upon which the Awardee had actual knowledge of the obligations to be performed; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such fifteen (15)-day period, no Event of Default shall be deemed to have occurred if the Awardee commences same within such fifteen (15)-day period and thereafter diligently and continuously prosecutes the same to completion within sixty (60) days after the earlier of such notice or the date of actual knowledge. The right to cure provided herein shall only apply to non-monetary obligations of the Awardee hereunder not otherwise addressed elsewhere in this Article 9.

9.6 False Representations. If any representation, statement or warranty made by the Awardee, any Guarantor or others in, under or pursuant to this Agreement, any Guaranty, affidavit, or other instrument executed as required or in connection herewith shall be false or misleading in any material respect, as of the date hereof, or shall become so at any time prior to the full performance hereunder.

9.7 Destruction of Improvements. If the Improvements are demolished, destroyed, or substantially damaged so that (in the CRA's reasonable judgment) same cannot be restored or rebuilt with available funds to the condition existing immediately prior to such demolition, destruction, or damage within a reasonable period.

9.8 Material Adverse Change in Financial Condition. If the CRA reasonably determines, after providing the Awardee thirty (30) days advance written notice and an opportunity to respond, that the likelihood of payment of the Awardee Funds, when required, or performance of the other requirements hereunder is threatened by reason of a material adverse change in the financial condition or credit standing of the Awardee or any Guarantor.

ARTICLE 10. CRA'S REMEDIES

10.1 Rights, Remedies and Recourses. Upon the happening of any Event of Default as described in Article 9 that has not been timely cured, the CRA shall have all rights, remedies and recourses available to it at law or in equity, including specifically, but without limitation, the right, at the CRA's sole option to any or all of the following: (a) to use any funds of the Awardee, including the Awardee Funds, the Completion Deposit (if any) and any sums which may remain unadvanced hereunder, to complete the Improvements or otherwise to set off against any funds due from the CRA to the Awardee under this Agreement; (b) to make such changes in and revisions to the Plans as the CRA may deem desirable; (c) to prosecute and defend all actions or proceedings relating to the construction of the Improvements; (d) to pay, settle or compromise all existing bills and claims which are or may be liens against the Land, or may be necessary or desirable for the completion of the Improvements or the clearance of title; (e) to execute in the Awardee's name all applications, certificates and other instruments which may be required by the Construction Contract or any other agreements or instruments related thereto; (f) to do any and every act with respect to the construction of the Improvements which Awardee may do in its own behalf; (g) to employ such contractors, subcontractors, agents, attorneys, architects, accountants, watchmen and inspectors as the CRA may deem desirable to accomplish any of the above purposes; (h) to have an immediate right to damages in an amount which is equal to the sum necessary to complete construction of the Improvements in the manner specified in this Agreement, as such sum may be established by construction contracts, appraisals, or other competent evidence, less the sum equal to the undisbursed balance of any CRA Funds as provided herein; and/or G) to complete construction of the Improvements in the manner specified in this Agreement by or through any agent, contractor or subcontractor of its selection, but without any obligation to do so, and to recover from the Awardee, or any Guarantor, as damages the amount of all expenditures made in connection with such completion of construction by the CRA. For these purposes, the Awardee hereby constitutes and appoints the CRA its true and lawful attorney-in-fact with full power of substitution to be coupled with an interest and shall be irrevocable. All sums expended by the CRA for any of the above purposes shall be deemed to be advances hereunder the replacement and/or repayment of which shall be secured by this Agreement.

10.2 Cessation of the CRA's Obligations. Upon the happening of any such Event of Default by the Awardee as described in Article 9, all obligations (if any) of the CRA hereunder, including specifically any obligation to advance any CRA Funds hereunder towards the payment of Hard Costs for construction of the Proposed Project or Completion of Improvements shall immediately cease and terminate.

**ARTICLE 11.
EVENTS OF DEFAULT BY THE CRA**

Each of the following shall constitute an “Event of Default” by the CRA hereunder:

11.1 Non-Payment of CRA Funds. If the Awardee is not in default hereunder and the CRA fails to disburse the CRA Funds as provided for in this Agreement.

11.2 Performance of Non-Monetary Obligations. If the CRA shall fail, refuse or neglect to perform and discharge fully and timely any of the CRA’s non-monetary obligations due hereunder, as and when called for and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of fifteen (15) days after the earlier of (i) the date the Awardee gives written notice thereof or (ii) the date upon which the CRA had actual knowledge of the obligations to be performed; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such fifteen (15)-day period, no Event of Default shall be deemed to have occurred if the CRA commences same within such fifteen (15)-day period and thereafter diligently and continuously prosecutes the same to completion within sixty (60) days after the earlier of such notice or the date of actual knowledge. The right to cure provided herein shall only apply to non-monetary obligations hereunder not otherwise addressed elsewhere in this Article 11.

**ARTICLE 12.
AWARDEE REMEDIES**

12.1 Rights, Remedies and Recourses. The Awardee shall have the right of specific performance of this Agreement so long as same is legally permissible under Florida Statutes, but solely in accordance with its terms, limitations and only if the Awardee is not otherwise in default hereunder.

**ARTICLE 13.
GENERAL TERMS AND PROVISIONS**

13.1 Further Assurances. All instruments to be executed and/or delivered to the CRA, and all proceedings to be taken in connection with this Agreement and the payments provided for herein, shall be subject to the acceptance of the CRA as to form, substance, coverage, and identity. Immediately upon request of the CRA, the Awardee will execute, acknowledge, and deliver to the CRA such further instruments and do such further acts as the CRA may deem necessary to carry out more effectively the purposes of this Agreement.

13.2 Authority of the CRA Director. Whenever this Agreement requires or provides for approval of any Plans, Plan Changes, Commitments, Construction Contract(s), Guaranty(ies), budgets, fund-raising plans, agreements or similar instruments or documents by the CRA, the CRA Director is hereby authorized to act on behalf of the CRA, and the Awardee may rely on such written authorization or direction issued by the CRA Director. However, if

this Agreement requires the approval of the CRA Board, then a motion approved by a majority of the CRA Board will be required. Any time an approval is required, such approval may not be unreasonably withheld, conditioned, or delayed so long as the Awardee is not in default under this Agreement.

13.3 No Waiver. Any failure by the CRA to insist or any election by the CRA not to insist, upon the Awardee's or any Guarantor's strict performance of any of the terms, provisions or conditions of this Agreement shall not be deemed to be a waiver of same or of any other term, provision or condition hereof and the CRA shall have the right at any time thereafter to insist upon strict performance by the Awardee of all of same. Without limiting the foregoing provision, no advance of CRA Funds by the CRA hereunder shall, in any way, preclude the CRA from thereafter declaring such failure to comply to be an Event of Default hereunder.

13.4 Modification; Assignment. This Agreement shall not be amended, waived, discharged, or terminated orally but only by an instrument executed by the party against which enforcement of the amendment, waiver, discharge, or termination is sought. If that party is the CRA, then the approval of the CRA Board shall be required. In addition, the Awardee may not assign this Agreement or any of their rights, remedies, and obligations hereunder to a third party without the prior written approval by way of a motion approved by a majority of the CRA Board.

13.5 Applicable Law and Venue. This Agreement has been executed under, and shall be construed and enforced in accordance with, the laws of the State of Florida. This Agreement and all the related documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements. The venue for any litigation in connection with this Agreement shall be Hillsborough County, Florida.

13.6 Public Entity Crime. Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to conduct business with the CRA, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Awardee hereby affirms that neither Awardee nor any of Awardee's affiliates or subcontractors are on the convicted vendor list. Awardee shall notify the CRA immediately if Awardee or any affiliate is placed on the convicted vendor list during the term of this Agreement. Awardee acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

13.7 Human Trafficking Affidavit. Awardee hereby certifies that Awardee does not use coercion for labor or services, as defined in Section 787.06, *Florida Statutes*, and that Awardee has provided to the CRA y the Human Trafficking Affidavit, attached hereto as **Exhibit "F,"** and incorporated herein by reference.

13.8 Severability. If any provision hereof or of any of the other related documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the application of such provision to any other person or circumstance, nor the remainder of the instrument in which such provision is contained, shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

13.9 Rights, Remedies and Recourses Cumulative. All rights, remedies and recourses afforded the CRA herein or otherwise available at law or in equity, including specifically, but without limitation, those granted by the Uniform Commercial Code in effect in the State of Florida (a) shall be deemed cumulative and concurrent, (b) may be pursued separately, successively or concurrently against the Awardee, any Guarantor, or anyone else obligated hereunder or under any or all of the related documents, or against any one or more of them at the sole discretion of the CRA, (c) may be exercised as often as the occasion therefore shall arise, it being understood by all parties that the exercise, failure to exercise or election to exercise any of the same shall in no event be construed as a waiver of same or of any other right remedy or recourse available to the CRA, and (d) are intended to be, and shall be, nonexclusive. Additionally, should litigation regarding this Agreement ensue, the prevailing party in any such litigation is entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

13.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

13.11 Notices. All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended addressee, or by prepaid facsimile or email so long as evidence of receipt by facsimile or email is provided. Notice so mailed shall be effective upon its deposit. Notice given in any other manner shall be effective only if received by the addressee. For purposes of notice, the addresses of the parties shall be as set forth in the opening recital hereof, provided however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

13.12 Time. Time is of the essence for this Agreement.

13.13 Headings. The Article, Section, Paragraph and Subparagraph titles or headings are inserted for convenience of reference only, and shall in no way alter, modify, or define, or be used in construing the text of such Articles, Paragraphs or Subparagraphs.

13.14 Construction. This Agreement shall not be construed in favor of any party to this Agreement.

13.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. Each party may also rely on an emailed-PDF execution of this Agreement by any other party.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK. THE SIGNATURE PAGE AND EXHIBITS FOLLOW.]

EXECUTED by the parties hereto as of the date first above written.

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA,
FLORIDA**

CRA CHAIR

ATTEST:

CRA SECRETARY

[The Florida Aquarium]



ROGER GERMANN, CEO

EXHIBIT “A”
DESCRIPTION OF
THE “PROPOSED PROJECT”

Aquarium’s expansion and renovation project includes:

An investment in Project Infrastructure

Expansion of Saltwater Holding	\$ 1,000,000.00
Increasing Generator Capacity	\$ 1,100,000.00
Eliminate and Redirect Storm Water Holding Vault	\$ 1,000,000.00
Exterior Site Preparation	\$ 1,750,000.00
New Life Support Systems	\$ 6,000,000.00
Increased Chiller Capacity and New HVAC System	\$ 3,125,000.00
New Electrical Systems	\$ 1,025,000.00
Total:	\$ 15,000,000.00

EXHIBIT “B”

CRA COMMUNITY BENEFITS AGREEMENT POLICY FOR MAJOR PROJECTS

Sec. 2-853. Required community benefits for covered project.

- (a) For Tier 1 projects, the developer shall satisfy the following requirements in addition to any other agreed-upon contractual requirements as provided for in the guidance documents:
- (1) File a construction planning worksheet outlining the construction and communication plan for the project;
 - (2) Hold two (2) public meetings;
 - (3) Prepare and submit a community benefit impact report which shall include, but not be limited to, the project’s fiscal, housing, employment, utility, traffic, small business, environmental, social/community, health, sustainability/resiliency impacts;
 - (4) Comply with the city’s Land Development Regulations;
 - (5) Construct streetscape/public realm improvements to match the community’s master plan, CRA plan or related neighborhood plan;
 - (6) Projects that receive city participation value equal to or greater than ten million dollars (\$10,000,000.00) will achieve LEED certification;
 - (7) Exceed minimum energy performance standards and use Energy Star and Home Energy Rating System (HERS) components:
 - i. Project will also use other sustainable design practices such as green infrastructure, cool roofs, and use of materials that benefit the environment and occupant health.
 - ii. Alternate green building certifications and resilience measures shall be proposed based on the community impact results and approved by the mayor or the mayor’s designee.
- (b) For Tier 2 projects, the developer shall satisfy the following requirements, in addition to any other agreed-upon contractual requirements as provided for in the guidance documents:
- (1) Complete all requirements for Tier 1 projects;
 - (2) Establish or utilize an existing apprenticeship program registered with the State of Florida Department of Education (if available), or industry certification training program, or company sponsored training program, or an on-the-job training program (such as the Florida Department of Transportation On-the-Job Training Program) for local residents;
 - (3) Select at least one additional city-approved item from the guidance document for Tier 2 projects; and
 - (4) Projects that receive city participation value equal to or greater than twenty million dollars (\$20,000,000.00) will achieve LEED Silver certification.
- (c) For Tier 3 projects, the developer shall satisfy the following requirements, in addition to any other agreed-upon contractual requirements as provided for in the guidance documents:
- (1) Complete all requirements for Tier 1 and Tier 2 projects, collectively;
 - (2) Select at least one (1) additional city-approved item from the guidance document for Tier 3 projects; and

- (3) Projects that receive city participation value equal to or greater than thirty million dollars (\$30,000,000.00) will achieve LEED Silver certification with consideration for zero ready elements for energy, carbon, water, and waste.
- (d) Guidance for these requirements is currently available in city council Resolution 2022-, which may be superseded by future resolutions of city council.

(Ord. No. 2023-6, § 5, 1-5-2023)

Sec. 2-854. Procedures for evaluating the community benefits of a covered project to be included in the community benefit agreement.

- (a) The developer shall submit a complete community benefit impact report, the form and content of which shall be established by the city in its sole and absolute discretion.
- (b) Prior to the drafting of the project term sheet, the developer shall conduct a public meeting to seek input from the surrounding neighborhoods and community.
- (c) The city and the developer shall negotiate and generate a non-binding term sheet that, at a minimum must include the following information:
 - (1) A detailed description of the project including the city's contribution;
 - (2) A calculation of the city participation value, as a total monetary value and as a percentage of the total construction cost, including the specific contribution being made by the city;
 - (3) The total construction cost of the covered project;
 - (4) The specific community benefits proposed by the developer to address the requirements set forth in section 2-853;
 - (5) Any exemption to the article being sought by the developer.
- (d) Once the requirements of subsections (a)—(c) have been completed, the mayor shall appoint two (2) ad hoc members and one (1) staff member to the city's community benefits advisory council (CBAC), the CBAC having been established by resolution of city council, and city council shall appoint two (2) ad hoc members to the CBAC by resolution specifically for the project.
- (e) Upon finalizing the CBAC members for the project, the city and developer shall seek input from the CBAC at a public meeting.
- (f) Following input from the CBAC, the developer and city may commence the negotiation and preparation of the community benefit agreement.
- (g) If a community benefit agreement is negotiated and prepared, a second public meeting shall be conducted to obtain input from the surrounding neighborhoods and community.
- (h) The developer and city shall seek CBAC input regarding the community benefit agreement.
- (i) A final community benefit agreement shall be presented to city council for its consideration and is subject to approval only by resolution of city council. Concurrently with representing such agreement to city council, staff shall provide city council with an information sheet regarding compliance with this article, in a format to be set by resolution.

(Ord. No. 2023-6, § 6, 1-5-2023)

Sec. 2-855. Exemptions to the requirements of this article.

The city may grant an exemption of the requirements of this article in the following circumstances:

- (a) When a covered project involves multiple dwelling units and at least thirty (30) percent of the dwelling units are designated as affordable or workforce housing (income-qualified) with an affordability period of fifty (50) years or more, the entirety of the otherwise covered project may be granted an exemption. For mixed-use projects, that portion of the total construction cost attributable to the residential portion of the project may be subtracted from the total construction cost for the purposes of determining whether the project is a covered project, when at least thirty (30) percent of the dwelling units are designated as affordable or workforce housing (income-qualified) with an affordability period of fifty (50) years or more.
- (b) When a covered project involves a single historically designated property, the project may be granted an exemption. For projects with multiple properties with portions that contain historically designated properties, that portion of the total construction cost attributable to the historically designated property may be subtracted from the total construction cost for the purpose of determining whether the project is a covered project.
- (c) A covered project in which the developer is a non-profit entity may request an exemption from this article only if the developer can demonstrate that community benefits from the project itself exceed the benefits that would be derived from the requirements of this article.
- (d) Other exemptions to the requirements set forth in this article may be requested by the developer. Exemptions may be granted only when the developer is able to demonstrate to the satisfaction of the city that an alternative benefit exists that is of substantially similar value to those benefits set forth in section 2-853. All exemptions under this section are subject to review by city administration and final approval by the city council.

(Ord. No. 2023-6, § 7, 1-5-2023)

Sec. 2-856. Inapplicable projects.

This article shall not apply to the lease agreements, construction or renovations of city-owned facilities, or other city-led projects or public construction projects. This article is not intended and shall not apply to the review and issuance of any development order by the city including any rezoning approvals or any quasi-judicial approvals associated with a project.

(Ord. No. 2023-6, § 8, 1-5-2023)

"EXHIBIT C"

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/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 for injuries to persons (including death) or damages to property 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. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. 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 (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. 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 City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g., "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

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). **(ALWAYS APPLICABLE)**

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). **(ALWAYS APPLICABLE)**

C. Worker's Compensation (WC) & Employers 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. **(ALWAYS APPLICABLE)**

D.

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value, **(IF APPLICABLE)**

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle,

ADDITIONAL REQUIREMENTS

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, employees, and volunteers together with, as applicable, any associated lender of the City 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

tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

3. 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. **(IF APPLICABLE)**

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit, **(IF APPLICABLE)**

M. Garage/Hanger/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

A. Liquor Liability/Host Liquor Liability where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$114 aggregate. **(IF APPLICABLE)**

B. Educators Legal Liability Insurance where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

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:

Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

Other: _____

CERTIFICATE OF INSURANCE (COI) — 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 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.

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

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE — **Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured** by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM. WRAP-UP. Use requires express prior written consent of City Risk Manager.

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.

WAIVER/RELEASE AGREEMENT — Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

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Document updated and approved by legal and Risk Management as of 08118/2015

EXHIBIT “D”

**SCHEDULE OF ALLOCATION OF CRA FUNDS
FOR THE PROPOSED PROJECT FOR EACH
CRA FISCAL YEAR**

Below is the schedule of the maximum amount of CRA Funds that will be allocated by the CRA pursuant to and subject to the terms and conditions contained in Article 7 of Agreement:

Fiscal Year 2026	Up To \$ 5,000,000
Fiscal Year 2027	Up To \$ 5,000,000
Fiscal Year 2028	Up To \$ 5,000,000

EXHIBIT “E”

**REQUIREMENTS FOR RECOGNITION
OF THE CRA’S
CONTRIBUTION FOR THE PROPOSED PROJECT**

The Awardee agrees that it will recognize the contribution of CRA Funds by the CRA pursuant to this Agreement in a manner that is approved by the CRA Board. This recognition shall be on par with or commensurate with the recognition that Awardee provides lead donors of the Proposed Project.

At a minimum, the Awardee will provide a recognition commemoration made of material and of a size agreed to by the CRA Board, which shall be prominently displayed.

The recognition commemorations will recite the following information or language:

“The Florida Aquarium renovations is made possible through the Generous Donation of a \$ 15 Million Grant by the Community Redevelopment Agency of the City of Tampa. “

and shall include the names of current CRA Board members.

Recognition commemorations shall not be subsequently removed, relocated, or materially altered without the prior written approval of the CRA Board.

EXHIBIT “F”

HUMAN TRAFFICKING AFFIDAVIT

CONSOLIDATED STATE LAW AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES, PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 288.0071, FLORIDA STATUTES, AND COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES.

The undersigned Affiant, on behalf of the Entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Public Entity Crimes

- a. Affiant understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
- b. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

2. Scrutinized Companies

- a. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering or renewing a contract, the Entity:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section [215.473, Florida Statutes](#); or
 2. Is engaged in business operations in Cuba or Syria.

- b. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

3. E-Verify

- a. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter a contract with the City of Tampa.
- b. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
- c. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
- d. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
- e. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- f. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

4. Anti-Human Trafficking

Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

5. Compliance with Prohibition Against Economic Incentives to Foreign Countries of Concern.

Affiant, on behalf of the Entity attest to the following:

That pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Entity attests to the following: that it is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

6. Compliance with Foreign Countries of Concern

Affiant, on behalf of the Entity attest to the following:

- a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
- b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
- c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: January 23, 2026 (Affiant) Signed: 

Entity: The Florida Aquarium Name: Roger W. German Jr.

Title: President & CEO

STATE OF Florida
COUNTY OF Hillsborough

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 23rd day of January, 2026, by Roger W. German Jr., as President & CEO, who is personally known to me or who has produced as _____ identification.

[AFFIX NOTARY SEAL/STAMP]

SALLIE KEKLIK
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2027
No. HH 330411



Signature of Notary
Name: (Print or Type Name)
Notary Public: State of Florida
My Commission Expires _____