

**OPERATIONS GRANT AGREEMENT BETWEEN THE CITY OF TAMPA  
AND TAMPA BAY WAVE, INC.**

THIS OPERATIONS GRANT AGREEMENT ("Agreement"), is made on this \_\_\_\_\_ day of December 2019, by and between the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida ("City"), the address of which is City Hall, 306 E. Jackson Street, Tampa, Florida 33602, and Tampa Bay Wave, Inc., a Florida not-for-profit, 501(c)(3) corporation ("Recipient"), whose address is 500 E Kennedy Blvd, Suite 300, Tampa, Florida 33602.

**1. SCOPE OF SERVICES**

Recipient shall provide up to 12 units of service annually to one or more early-stage startup company [ies] ("Startups") involved in innovation-based or technology industries in Tampa, Florida ("Services"). Services shall consist of technical assistance that includes direct counseling, ongoing training, educational programs, workshops and business planning (Operational Support"). The Recipient to a qualifying Startup ("Service Unit") shall define one unit of service for purposes of this Agreement as one month of Operational Support. Each Service Unit shall be valued at \$3,750.00 for purposes of invoicing as provided below.

**2. PAYMENT**

City will reimburse recipient an amount not to exceed an annual total of \$45,000.00. Recipient shall submit a monthly invoice no later than 30 days following the end of each fiscal month detailing the Service Unit(s) provided by Recipient during the preceding month.

**3. EFFECTIVE DATE/TERM**

This Agreement shall take effect on October 1, 2019, and shall continue in full force and effect until September 30, 2020 unless terminated earlier as provided in this Agreement or total funding is exhausted.

**4. EARLY TERMINATION**

This Agreement may be terminated by City for cause at any time. Either party may terminate the Agreement without cause upon providing 90 days advance written notice of such termination. After delivery of any notice of termination, the parties shall have no further obligation under this Agreement and Recipient shall not be entitled to reimbursement for any Service Unit performed after the effective date of termination.

**5. AMENDMENT**

Any change or modification to this Agreement shall be in writing and executed by the parties hereto. Execution by City shall consist of signature by the Mayor with the approval of City Council.

## **6. DOCUMENTATION**

Each monthly invoice submitted by Recipient shall be accompanied by documentation sufficient to City staff, at its discretion, to show the right to reimbursement for one Service Unit. Recipient shall submit to City for approval all contracts, agreements, work orders or other document, which Recipient shall make or proposes to make in connection with its performance of services hereunder. Such approval shall not be unreasonably withheld. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Agreement.

## **7. RECORDS**

Recipient shall maintain such records and accounts (including property and financial records) as required by reasonable and customary accounting practices to ensure (a) the provision and completion of services for any Service Unit for which reimbursement is claimed and (b) accounting of all funds expended pursuant to this Agreement. All such records shall be available for review by City upon demand. The City reserves the right to audit the financial records of the Recipient at its sole discretion.

## **8. AUDIT/REPORTING**

Upon specific request from the City, Recipient shall conduct an annual audit of its entire operations and shall provide a copy of the audit report to the City upon demand. The annual audit report shall include, as an audited schedule, the operating activity and fund balance of the Recipient in sufficient detail to note private and public funding sources and major expenditures.

## **9. CONFLICTS**

(a). No member of the governing body of City and no other officer, official, employee, or agent of City who exercises any functions or responsibilities in connection with the performance of this Agreement shall have any personal interest, direct or indirect, in any project or Startup assisted under this Agreement.

(b) Recipient represents and warrants that it has no interest now and shall not acquire any interest in future, direct or indirect, in any Startup or project assisted through or under this Agreement or which would conflict in any manner or degree with its performance of any contractual service hereunder. The Recipient further represents that in the performance of this Agreement no person having such interest(s) shall be employed.

## **10. COMPLIANCE WITH LAWS**

Recipient shall comply with all applicable laws, statutes, ordinances, rules, regulations and codes of the United States, the State of Florida, City of Tampa and Hillsborough County, including but not limited, to City's ordinances and policies regarding Women and Minority Business Enterprise, Equal Employment Opportunity, Affirmative Action, Human Rights and the Ethics. Moreover, the Recipient acknowledges and understands that the City's Charter and Ethics Code prohibit any such contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Recipient shall ensure that no City employee receives any such benefit or interest as a result of this Agreement.

**11. NEGATION OF AGENT OR EMPLOYEE STATUS**

(a) Recipient shall perform this Agreement for its own account and nothing contained in this Agreement shall in any way be construed to deem or constitute Recipient, its employees, agents or assistants to be representatives, agents, subagents, or employees of City. The Recipient certifies the Recipient's understanding that the City is not required to withhold any federal income tax, social security tax, state and local tax; to secure workers' compensation insurance or employer's liability insurance of any kind; or to take any other action with respect to the insurance or taxes of the Recipient, employees and assistants of the Recipient.

(b) In no event shall any provision of this Agreement make City liable to any person or entity that contracts with or that provides goods and/or services to Recipient in connection with the services Recipient has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Recipient; and there is no contractual relationship, either express or implied, between City and any person or entity supplying any work, labor, services, goods or materials to Recipient in connection with the services provided by Recipient under this Agreement.

**12. INDEMNIFICATION**

Recipient shall defend, hold harmless, and indemnify City from and against any and all liability, injury, loss, claims, damages, costs, attorney's fees and expenses of whatever kind or nature, at trial and appellate levels, that City may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to Recipient or the Startups assisted under this Agreement, fraud, defalcation or dishonesty on the part of any person representing or employed by Recipient, or by reason or as a result of any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default, on the part of Recipient or Startups in the performance of this Agreement. Recipient's obligation to indemnify City hereunder shall survive the expiration or cancellation of this Agreement.

**13. PROHIBITION OF ASSIGNABILITY**

Recipient shall not assign or transfer any interest in this Agreement.

**14. CONSTRUCTION AND VENUE**

This Agreement shall be construed under the laws of the State of Florida. All articles and descriptive headings or paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. Venue for any action arising under this Agreement shall be Hillsborough County.

**15. MERGER AND SEVERABILITY**

This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings with respect to the subject

matter of this Agreement, oral or written, that has not merged with and been superseded by this writing. If any portion of this Agreement is held illegal, invalid or unenforceable by a court having jurisdiction over the matter, any other portion of this Agreement capable of performance by the parties shall not be affected by such holding and shall remain in full force and effect.

**16. USE OF FACILITIES AND PUBLICITY**

(a) City shall be entitled to use the Recipient's meeting space and parking access to said facility (based on availability) up to two times per year at no cost to the City. Recipient shall make available to City (but City shall have no obligation to exercise) sponsorship benefits similar to those offered to other sponsors, as well as complimentary access to facilities controlled by Recipient, meetings, events and parking accessibility for up to 5 City staff in connection with such sponsorship benefits.

(b) Any news release, promotion or other type of publicity pertaining to the services performed by Recipient under this Agreement shall recognize the contribution of the City, but any use of the City Seal is prohibited without the express authorization of the City.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove first written.

ATTEST:

CITY OF TAMPA

\_\_\_\_\_  
SECRETARY

BY: \_\_\_\_\_  
Luis Viera, Chairman/Chairman Pro-Tem  
City Council

TAMPA BAY WAVE, INC.

BY:   
\_\_\_\_\_  
PRESIDENT

LINDA OLSON

APPROVED AS TO LEGAL SUFFICIENCY:

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ANDREA ZELMAN  
Deputy City Attorney