

**AGREEMENT BETWEEN
CITY OF TAMPA, FLORIDA
AND
TAMPA BAY ECONOMIC DEVELOPMENT COUNCIL**

THIS AGREEMENT ("Agreement") is made and entered into this day of _____, 2019 by and between City of Tampa, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Tampa Bay Economic Development Council, a private not-for-profit 501(c)(6) corporation existing under the laws of the State of Florida, hereinafter referred to as the "Agency." The foregoing entities individually are sometimes referred to as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the City has determined that business recruitment (on national and international levels) and expansion, creation and retention efforts through the Agency assist the private sector, military and other governmental agencies, enhance Tampa-Hillsborough County's economic well-being, are activities in the public interest, and are lawful and beneficial purposes of the City; and

WHEREAS, the Agency is a business membership and economic development organization whose mission is to enhance Tampa-Hillsborough County's economic well-being, maintain and strengthen the economic position of the City as the business and financial center of West Central Florida; and

WHEREAS, the Agency is a partner with the City in the achievement of the goals and objectives of City; and

WHEREAS, the Agency, in concert with the City, has determined that the strategies to achieve such goals and objectives include the strategies below:

- Marketing City to recruit firms and attract employment opportunities for residents;
- Providing assistance to firms seeking to locate and grow in the City;
- Providing existing businesses with access to long-term expansion/retention resources;
- Enhancing infrastructure development;
- Maintaining a regulatory environment that ensures fair and reasonable enforcement of regulations with an efficient, expedited development process;
- Supporting activities that enhance quality of life; and
- Promoting the image and assets of the City; and

WHEREAS, the City desires to have the Agency provide private sector leadership to achieve the goals and objectives set forth above and the Agency is willing to undertake such functions under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE 1

Recitals

The foregoing recitals are true and correct and are incorporated in this Agreement by reference.

ARTICLE 2

Scope of Service

The Agency shall provide the services, meeting space and benefits described in, and comply with the associated requirements provided for in, Exhibit A, Scope of Services, attached hereto and incorporated herein by reference.

ARTICLE 3

Term of Agreement

This Agreement shall be effective upon execution by the Parties and shall cover services provided from October 1, 2019, until September 30, 2021 (the "Term"), unless sooner terminated in accordance with this Agreement.

ARTICLE 4

Consideration and Payment

For its performance under this Agreement, the City shall pay the Agency the amount set forth in Exhibit A as full compensation for all work done, materials furnished and costs and expenses incurred by the Agency associated with such performance, unless otherwise authorized by the City in a written modification to this Agreement.

All payments provided for in this Agreement will be made in accordance with the procedures specified in Exhibit B, Method of Payment, and Exhibit C, Request for Payment Form, both of which are attached hereto and incorporated herein by reference. The Agency shall submit performance report(s) in accordance with Exhibit D, Performance Report, attached hereto and incorporated herein by reference, with all payment requests.

ARTICLE 5

Maintenance and Review of Records

The Agency shall, or shall cause any professional employer organization of the Agency ("PEO") and any of the Agency's subcontractors providing any of the services required to be performed or provided under this Agreement to, maintain adequate records and accounts, including, but not limited to, property, personnel and financial records, and supporting documentation which shall enable ready identification of the Agency's use of the funds received from the City under this

Agreement for a period of six (6) years from the date of final payment to the Agency, under this Agreement or the termination of this Agreement, whichever occurs later. (Such six-year period is hereinafter referred to as the "Audit Period.") The City and its authorized agents shall have the right, and the Agency will, or will cause its PEO and subcontractors to, as applicable, permit the City and its authorized agents, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including, but not limited to, personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to the City and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the City may deem necessary during the Audit Period. The City right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether Federal, state or local. The Agency shall ensure that its PEO and any such subcontractor shall recognize the City's right to examine, inspect and audit its records, accounts and documentation in connection with the provision of services required to be provided by the Agency under this Agreement. If an audit is begun by the City or other agency, whether federal, state or local, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article shall survive the expiration or termination of this Agreement.

ARTICLE 6 Financial Statements

The Agency shall submit to the City audited financial statements covering the Term. Such statements will include, all financial statements, including the Agency's operating activity and fund balance in sufficient detail to note private and public funding sources, major expenditures, and overhead allocations. The statements shall be submitted within one hundred twenty (120) days after they have been made available by the Agency's contracted outside audit firm for each of the Agency's fiscal years covered by the Term and shall comply with Generally Accepted Accounting Principles (GAAP).

ARTICLE 7 Indemnification

The Agency shall indemnify, hold harmless, and defend the City and its respective officers, agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees at the trial and all appellate levels, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Agency, its agents, subcontractors, assigns, heirs, and employees, including employees that fall within a shared employment relationship between the Agency and its PEO (collectively, "Employees"), during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the City on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the City or any of its respective officers, agents or employees, by any Employee of the Agency, any

subcontractor, heir, assign, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Agency, its PEO or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 8
Compliance with Laws

The Agency shall comply with all applicable laws, ordinances and codes of the United States, the State of Florida, and City, including but not limited, to City's ordinances and policies regarding Women and Minority Business Enterprise, Equal Employment Opportunity, Affirmative Action, Human Rights and Ethics. Moreover, the Agency 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 Agency shall ensure that no City employee receives any such benefit or interest as a result of this Agreement.

ARTICLE 9
Insurance

The Agency shall, or shall cause its PEO to, procure and maintain throughout the Term, on behalf of itself and the City, the insurance specified in, and as required by, Exhibit E, Insurance Requirements, attached hereto and incorporated herein by reference. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The Agency shall ensure that the City and its respective officers, agents and employees are named as additional insured parties as to the actions of the Agency, its Employees, agents, assigns, and subcontractors, performing or providing materials and/or services to the Agency during the performance of this Agreement, on (1) all general liability policies required to be obtained by the Agency pursuant to this Agreement, and (2) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide for, or the Agency shall cause to be provided, thirty (30) days prior written notice to the City of any cancellation, intent not to renew, or reduction in the policy coverage. A current certificate of insurance meeting City requirements is required before payment for any services under this Agreement.

ARTICLE 10
Conflict of Interest

The Agency represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder.

ARTICLE 11
Governing Laws; Venue

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

ARTICLE 12
Public Entity Crimes

The Agency hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. The Agency also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

ARTICLE 13
Assignment

This Agreement may not be assigned or subcontracted in whole or in part by the Agency without the prior written consent of the City.

ARTICLE 14
Headings

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

ARTICLE 15
Waiver

A waiver of any performance or default by either Party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of funds for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 16
Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties at law or in equity which may now or in the future be applicable.

ARTICLE 17
Order of Precedence

In the event of any conflict between the provisions of the Articles of this Agreement and the Exhibits hereto, the contents of the Articles of this Agreement shall take precedence over

the contents of the Exhibits.

ARTICLE 18
Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Agreement shall not be affected by such holding and shall remain in full force and effect.

ARTICLE 19
Survivability

Any term, condition, covenant or obligation which requires performance by either Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

ARTICLE 20
Project Publicity

Any news release or other type of publicity pertaining to the services performed by the Agency pursuant to this Agreement must recognize the contribution of the City. The Agency being a not-for-profit corporation receiving public funding or non-monetary contributions through the City shall recognize the City for its contribution in all promotional materials and at any event or workshop for which City funds are allocated. Any news release or other type of publicity must identify the City as a funding source. In written materials, the reference to the City must appear in the same size letters and font type as the name of any other funding sources.

In addition, any development project announcement, ceremonial business opening, or publicity event resulting from efforts of the Agency, and particularly those projects induced with City funded financial incentives or other contributions, will be planned in cooperation with the City's Economic Development and Public Affairs Departments for purposes of coordinating the City's official City protocol and public recognition. Prior notification to such Departments for such events will be no less than fifteen (15) working days whenever possible, and potential prospects will be made aware of the City's publicity protocol before final inducement with any incentive packages or contributions.

ARTICLE 21
Third Party Beneficiaries/Independent Contractor

This Agreement is for the benefit of the Parties. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The Agency acknowledges and agrees that it is acting as an independent contractor in performing the services provided for in this Agreement and not as an agent, officer or employee of the City.

ARTICLE 22
Political Activity

The Agency shall not engage, participate or intervene in any form of political activity or campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE 23

Merger; Modifications

This writing embodies the entire agreement and understanding between the Parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the Parties expressly for that purpose.

ARTICLE 24

Termination of Agreement

In addition to the exercise of any other remedies available at law or in equity, the City may terminate this Agreement for the Agency's non-performance, as solely determined by the City, upon no less than twenty-four (24) hours written notice to the Agency.

The City may also terminate this Agreement without cause upon thirty (30) days prior written notice to the Agency, which notice shall specify the effective date of such termination. In the event of such termination, the Agency shall not incur any new obligations after notification of the effective date of termination. The City shall pay the Agency for services incurred by the Agency prior to the effective date of termination. Any costs incurred by the Agency after the effective date of the termination will not be reimbursed.

ARTICLE 25

Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, including, but not limited to, federal or state funds, the City shall notify the Agency of such occurrence, and the City may terminate this Agreement, without penalty or expense to the City, upon no less than twenty-four (24) hours written notice to the Agency. The City shall be the final authority as to the availability of funds and how available funds will be allotted. The City shall pay the Agency for services incurred by the Agency prior to the effective date of termination. Any costs incurred by the Agency after the effective date of termination will not be reimbursed.

ARTICLE 26

Access to Records

If under this Agreement, the Agency is providing services and is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, the Agency will comply with public records laws, and specifically will: (1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the Agency; (2) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public

records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Agency upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

ARTICLE 27
Drug Free Workplace

The Agency shall administer, in good faith, a policy designed to ensure that the Agency's Employees, agents and subcontractors are free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE 28
Notice

Any notice required or permitted to be given by a Party under this Agreement shall be sent by United States certified mail, return receipt requested, overnight delivery service or personal delivery service with signature verification, to the attention of the following representatives of the Parties:

A. CITY:

Mr. Thomas Snelling
City of Tampa
Director of Planning and Development
306 East Jackson Street, 3 North
Tampa, FL 33602
Tel. (813) 274-8577
Email: Thomas.Snelling@tampagov.net

B. AGENCY

Mr. Craig J. Richard, CEcD
President/CEO
Bank of America Plaza
101 E. Kennedy Blvd., Suite 1750
Tampa, FL 33602
Tel. (813) 218-3300
Email: crichard@tampaedc.com

Any notice sent in accordance with this Article shall be deemed given two (2) calendar days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, overnight delivery service or personal delivery services. The act of refusal by a Party of delivery of a notice sent in accordance with this Article shall be deemed acceptance of such notice by such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

CITY OF TAMPA, FLORIDA

BY: Jane Castor
Jane Castor, Mayor

BY: Shirley Fox-Knowles
City Clerk/Deputy Clerk

Date: _____

Approved as to form:

Andrea Zelman
Andrea Zelman
Deputy City Attorney

AGENCY: TAMPA BAY ECONOMIC \
DEVELOPMENT COUNCIL

BY: Craig J. Richard
Craig J. Richard, President/CEO

11-7-19
(Date)

**EXHIBIT A
SCOPE OF
WORK**

AGENCY: Tampa Bay Economic Development Council
PROGRAM: Economic Development Services

PRIMARY

GOAL:

The Agency is the lead economic development organization for managing corporate relocation, expansion and retention programs in partnership with government public sector partners and private investors. Its primary mission is to create jobs that pay above average wages and broaden the tax base by generating new, sustainable capital investment. Its service area encompasses Hillsborough County and its three municipalities: Tampa, Plant City and Temple Terrace.

Part I. Scope of Services

On a fee for services basis, the Agency shall provide the Services described in this Exhibit A under the heading Scope of Work, which includes measurable performance objectives.

The Agency shall also abide by the Standard Operating Procedures (SOP) included in this Exhibit A.

The Agency will also continue to increase private investor revenue.

The Agency shall also permit the City to use the Agency's meeting space (based on its availability) up to two (2) times per year at no cost to the City.

The Agency shall also make available to the City similar sponsorship benefits it offers other sponsors as well as complimentary access to facilities, meetings, and events for up to five (5) City personnel.

Upon execution of this Agreement, the Agency will provide a base salary summary that provides a beginning of the Agency's Fiscal Year personnel expense estimate based on current Full Time Employees (FTE) of the Agency and estimated aggregated personnel expenses in order to establish the beginning year personnel expense baseline, supporting the total annual salary expense budgeted. It will provide updated organizational documents, business/marketing plan(s) and a scope of services with measurable performance objectives when requested by City staff.

Although, not required by this Agreement, the City would be interested in any customer satisfaction surveys or information regarding the delivery of services funded by this Agreement, which helps in identifying best practices or improving the services.

PART II - Total Consideration

For its performance under this Agreement, the Agency will receive funds from the City, in arrears, an annual amount during the Term not to exceed Five Hundred Thirty Eight Thousand Dollars (\$538,000). Payments for services will be divided into Units of Service annually during the Term. A "Unit of Service" is defined as one quarter of a fiscal year.

The Per Unit Rate under this Agreement in One Hundred Thirty Four Thousand Five Hundred Dollars (\$134,500), and The annual amount during the Term shall not exceed Five Hundred Thirty Eight Thousand Dollars (\$538,000).

Notwithstanding the foregoing, if the Agency fails to submit proper Request for Payment forms totaling \$538,000 for each such period, any remaining portions thereof which the City has not paid to the Agency shall not be available for payment. Moreover, all funding under this Agreement is subject to availability and the amount may be reduced.

If the City determines, through its inspection or review, that the Agency has performed, or is performing less than the total agreed upon Units of Service, the total consideration paid to the Agency may be subject to a pro-rata reduction.

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Tampa Bay Economic Development Council

ECONOMIC DEVELOPMENT SCOPE OF SERVICES FOR HILLSBOROUGH COUNTY

SCOPE OF WORK- OBJECTIVES AND PERFORMANCE MEASURES

OCTOBER 1, 2019 - SEPTEMBER 30, 2021

INTRODUCTION

The Tampa Bay Economic Development Council is charged with being the City of Tampa's and Hillsborough County's primary economic development organization for managing corporate relocation, expansion and retention programs in partnership with government public sector partners and private investors, and has been tasked by Hillsborough County to be the primary partner with Enterprise Florida, Inc. Its mission is to create jobs that pay above average wages and broaden the tax base by generating new, sustainable capital investment. Its service area encompasses Hillsborough County and its three municipalities: Tampa, Plant City and Temple Terrace.

In a move intended to give the organization autonomy required of today's successful economic development teams, Tampa Bay Economic Development Council (formerly the Tampa Hillsborough EDC and the Committee of One Hundred) separated from the Greater Tampa Chamber of Commerce and became an independent organization December 1, 2009. In 2019, Tampa Hillsborough EDC's Board charged a Strategic Planning Committee with developing a Three-Year Strategic Plan that was adopted by the Board for Fiscal Years 2019 through 2022. The below goals and objectives are aligned with that strategic plan.

Tampa Bay Economic Development Council Fiscal Years 2020 and 2021 Business Plan

GOAL

The Agency will position Hillsborough County and the cities of Tampa, Plant City and Temple Terrace as Florida's leading location for business growth.

OBJECTIVES

- Announce with the intention to create **2,250 new, high-wage jobs** and **\$100 million in capital investment** through the relocation, expansion and retention of economic base businesses in Hillsborough County
- Secure **\$1.75 million in private funding** (excludes in-kind support) to support the programs and initiatives of the Agency.

Organizational Overview

The Tampa Bay Economic Development Council (EDC) focuses its efforts on helping to create new economic-base jobs (jobs that export products and services outside of Florida) in Hillsborough County, and thereby strengthening the economic foundation of the community. The organization, formerly known as the Committee of 100 until community leaders split it off from the Greater Tampa Chamber of Commerce (GTCC) in 2009, represents a partnership between the public sector and private investment. Approximately 75% of the EDC's \$3.8 million proposed annual budget will come from private and community "investors" in the Tampa Bay region; the remaining funds will come from service agreements with Hillsborough County and the City of Tampa. The EDC has also established partnerships with other community

organizations, such as the CareerSource Tampa Bay (CSTB). The CSTB has hired two employees who work under the direction of the EDC, focused on the retention and expansion of businesses in Hillsborough County.

The EDC has 14 employees, plus the two CSTB employees, working in the three major departments: Business Development, Marketing and Finance & Administration (See Organizational Chart Attached). The EDC's Business Development department includes three teams: Business Recruitment, Business Retention and Expansion, and International Business Development. The Business Recruitment team focuses on attracting new jobs and capital investment to the community. This team is also responsible for executing domestic business development missions and attending industry conferences and trade shows. The Retention and Expansion team focuses on engaging with and facilitating growth within the local business community. The International Business Development team is focused on attracting foreign direct investment into the community and increasing trade opportunities for local businesses. This team is also responsible for planning and executing international business development missions and local international events. The Marketing and Finance & Administration departments support the business development efforts. The EDC's proposed annual budget includes Program and Personnel expenses of 85% and General & Administrative expenses of 15%.

The governance of the EDC includes its Executive Committee (investors who have invested at least \$50,000 annually and those appointed to the committee) and includes Hillsborough County and the City of Tampa and the Board of Directors (investors who have invested between \$25,000 and \$50,000 annually and those appointed to the Board). Additional investment levels are the President's Council (\$10,000 to \$25,000) and Gazelles (investors who have invested between \$5,000 and \$10,000 annually). The current officers of the EDC include: Marie Chinnici-Everitt, Chair; Jim Weiss, Vice Chair; James Nozar, Secretary/Treasurer; Dr. Judy Genshaft, Immediate Past Chair; David Weinstein, General Counsel.

KEY STRATEGIES

- Promote the assets and advantages of doing business in Hillsborough County
- Serve as the single point of contact for all projects that are part of the Agency's Mission
- Develop a "Best in Class" project management platform to successfully execute projects and business development missions
- Educate the local community on the role and resources of the Agency
- Strengthen relationships with influential lead generators
- Inspire Private Investment by providing a consistently high ROI for all investors and the community

KEY INDUSTRIES

The diversity of Hillsborough County's economic base provides a unique depth of experience and expertise and contributes to a stable local economy. Geographic strengths, workforce availability and existing economic assets allow the EDC to focus its efforts on key industries driven by innovation and technology, including:

Corporate Headquarters

The Tampa Bay region is home to 20 headquarters with over \$1 billion in annual revenue, five of which are Fortune 500 companies.

Financial and Professional Services

Some of the biggest names in banking and finance call Tampa and Hillsborough County home, giving credence to the moniker, "Wall Street South." Nearly one in four business and information service firms in Florida are located in the Tampa Bay region, which serves as the western anchor of the Florida High Tech Corridor.

Life Sciences

Revolutionary breakthroughs in research, simulation and personalized medicine are changing the DNA of health care, led by the work of both public institutions and private companies throughout Hillsborough County.

Defense and Security

MacDill Air Force Base, the global headquarters of the U.S. Central Command and U.S. Special Operations Command, creates a top market for defense contractors, as well as specialized security and intelligence firms.

Manufacturing

From high-tech turbines to state-of-the art guitars, our businesses are pioneering modern manufacturing technology.

Information Technology

Local IT jobs continue to grow, as local cybersecurity, financial technology and information technology companies continue to locate or expand here. Tampa and Hillsborough County have become a hub for IT companies of all shapes and sizes, and the sector has consistently high job demand. There is plenty of room for growth in this industry.

Distribution and Logistics

From precise military specifications to the creation and development of medical devices and manufacturing in highly regulated industries, our businesses are pioneering the art of modern manufacturing technology.

TACTICS: including ongoing efforts and new initiatives proposed**Business Development Missions**

Visiting domestic and international markets that closely align with our key industries and community economic development strategy, these business development missions allow the Agency to market Hillsborough County directly to targeted corporate executives and site selectors. Participating in missions organized by Enterprise Florida not only mitigates the overall expense, it helps the Agency leverage the brand power of both the state and the region.

- Participate in Enterprise Florida "Team Florida" domestic outbound missions
- Participate in select Enterprise Florida international outbound missions
- Participate in international trade and foreign direct investment missions in partnership with Global Tampa Bay

Direct Outreach

Personal outreach and interaction has been cited as one of the most influential factors in the corporate decision-making process.

- Conduct targeted recruitment trips to meet one-on-one with key business prospects
- Develop and implement a business retention and expansion survey that will gather important data about existing local businesses
- Meet with existing local businesses, including top employers and those in target industry clusters
- Conduct one-on-one international counseling visits to discuss both foreign direct investment and trade opportunities with existing businesses
- Conduct various methods of outreach to site selectors and other lead sources

Conferences and Events

Industry conference and events offer opportunities to promote the community and the Agency and develop valuable relationships for future projects.

- Participate in economic development industry conferences such as the Site Selectors Guild, Area Development Forum, Consultants Roundtable, CoreNet, IAMC, IEDC, Florida Venture

Forum, SIOR, FEDC and Select USA

- Participate in select target industry conferences, such as the SOFIC, GEOINT, the Shared Services Conference, BioFlorida, Port Tampa Bay Steel Conference, and others as warranted

Community Outreach

- Develop and participate in 2020 and 2021 National and Florida Economic Development Week activities, which will include educational videos, social media campaigns, legislator outreach and education, media outreach, and other information sharing activities

Website

As the number one resource used by site selectors, corporate executives and commercial real estate professionals in making business location decisions, building and promoting a best-in-class website is critical to the EDC's lead generation and brand awareness efforts.

- Refresh web site continuously with business expansion, relocation and other news about Tampa and Hillsborough County; upload the latest community facts, data and testimonials.
- Update and manage GIS database with available commercial and industrial properties
- Continue collaborative talent attraction initiative, Make it Tampa Bay, with Visit Tampa Bay to attract more skilled talent to Tampa and Hillsborough County and retain more local skilled workers and college graduates.

E-Marketing

By growing our database and closely analyzing communication response, the EDC can provide its contacts with timely, relevant community information specific to their interests. Electronic tools specifically designed for EDC investors will allow the organization to communicate more effectively with its local constituents.

- Maintain and update a database of qualified contacts, including site selectors, commercial real estate professionals, corporate executives and existing prospects
- Continue to produce and e-mail a monthly community e-newsletter- to 3,000+ stakeholders in Tampa Bay
- Continue to produce and distribute periodic Tampa Bay Market Reports to site selectors, corporate executives and commercial real estate professionals
- Utilize e-news briefs for immediate distribution of time-sensitive information to local stakeholders, media and other relevant parties
- Produce and distribute an international business newsletter that contains updates from Global Tampa Bay

Media Relations

Increasing coverage of Tampa and Hillsborough County as place where people and businesses thrive is a top priority for the EDC. By securing positive placements in national, international and local media outlets, the EDC can better communicate key messages and economic development wins to its desired audience.

- Maintain and update a target contact list for national business and trade media, including research contacts responsible for rankings development
- Pitch stories to reporters in target local, national, international and trade media
- Maintain ongoing contact with top local and national media outlets
- Conduct local media briefings or press conferences
- Distribute local and national feature news releases
- Conduct inbound press trips for reporters from target national media
- Conduct outbound press trips to NY and other major media markets for briefings with national news outlets and target industry reporters

Social Media

Social media is the go-to source of information about a community for young talent and

entrepreneurs. It also allows us to deliver immediate updates and consistent messaging to our target audiences. Social media provides an excellent platform to connect with and engage local residents and encourages followers to share positive news about Tampa and Hillsborough County.

- Develop monthly social media content calendars for LinkedIn, Facebook, Twitter and Instagram
- Utilize photos, videos, rankings, media placements and infographics to tell a compelling story about the area
- Use LinkedIn to research and connect with prospects
- Strengthen the social media campaign for Make it Tampa Bay to continue engaging, attracting and retaining skilled talent

Marketing Toolbox

Compelling marketing materials and solid research are critical to the support of all programs and initiatives.

- Update and publish a library of market research reports that answer the "frequently asked questions" of business development prospects
- Produce "testimonial" videos to share with prospects and community stakeholders
- Develop new video content to showcase local business and regional strengths; help tell Tampa and Hillsborough County's story to a wider audience.
- Continue to invest in research tools to quickly and efficiently produce custom data reports:
 - CHMURA Economics & Analytics
 - Hoovers -business profile database
 - CoStar -real estate search tool
 - ESRI
 - GIS Web Tech
- Continue to develop messaging and creative materials to support all EDC activities and events
- Produce new or update marketing collateral for EDC team to use:
 - Annual Report
 - Local Business Services guide
 - Workforce Services guide
 - Recruitment brochure
 - Investor development brochure
 - International Business Guide
 - Industry Overview brochures
 - Custom Research Reports
 - Why Tampa Bay? Pocket brochure

Advertising

With limited funds and a return on investment that is often challenging to quantify, traditional advertising efforts will focus on targeted, high-impact placements, maximized by co-op and in-kind partnerships.

- Leverage in-kind trade opportunities with EDC investors, including Florida Trend, Tampa Bay Business Journal and Tampa Bay Times, to educate local companies about our business assistance programs and talent attraction initiatives, promote Annual Meeting, etc.
- Collaborate with Visit Tampa Bay to provide them with a talent attraction messages for national marketing and advertising campaigns.

Investor Relations

A strong investor base is an integral part of the success of the Agency. Investors provide quality, qualified leads that allow the Agency to assist companies from the beginning of their projects. Investors also provide much needed funding and organizational and operational advice and

guidance. In return, they expect that the Agency will attain its quantitative goals of bringing high paying, economic impact jobs to the area and that the Agency will provide them with individualized value through a variety of networking opportunities.

- Maintain a pipeline of active prospects
- Meet with current investors to gauge value and increase engagement
- Provide networking, strategic planning and committee participation opportunities
- Attain \$1.8 million in Investor Membership Revenue or greater
- Maintain minimal Investor attrition

Administrative

Personnel and other administrative support allow the Agency to achieve its goals for job creation and capital investment. Without quality employees, a quality office space and efficient and effective processes the Agency cannot achieve its goals. During the Term, the Agency will make a special initiative to invest in additional professional training and development of its staff; and to continue to implement best practices with regard to management and administration.

- Design and implement management dashboard to consistently and constantly monitor Agency performance in relation to internal activities that support published goals and objectives
- Implement the three-year Strategic Plan for the organization that will lay out the guideposts for success through 2022

PROPOSED SCHEDULE OF PLANNED ACTIVITIES

October

- Attend CoreNet Conference
- Attend IAMC Conference
- Host EDC Annual Meeting

November

- Host Executive Committee Meeting
- Host Standing Committees

December

- Host Small Group Lunch

January

- Host Board of Directors Meeting
- Host Standing Committees
- Host "Meet the Projects"

February

- Host International Economic Development Council's 2020 Leadership Summit

March

- Host Executive Committee Meeting
- Host Standing Committees

April

- Host Mid-Year Report
- Attend IAMC Conference

May

- Participate in National Economic Development Week promotional activities
- Attend FEDC Conference

June

- Host Executive Committee Meeting
- Host Standing Committees
- Host "Meet the Projects"
- Attend Area Development Consultants Forum
- Attend SOFIC Conference

July

(No scheduled events)

August

- Host Board Planning Retreat

September

- Host Executive Committee Meeting
- Host Standing Committees
- Host Small Group Lunch
- Attend Site Selectors Guild Fall Forum

EDC Metrics: FY18 and FY19

1. Announced Jobs- 2,250.
Also provide a breakdown of Announced Jobs by County "Incented" and "Non-incented", Targeted Industry, and whether or not the company was an international prospect.
2. Announced Capital Investment- \$100 million.
Also provide a breakdown of Capital Investment by County "Incented" and "Non-incented", Targeted Industry, and whether or not the company was an international prospect.
3. Percentage of Announced Jobs paying an average wage greater than the Hillsborough County average wage- 75% of all announced jobs.
Also provide a breakdown of each Announced Project by average wage and a total weighted average of the average wage of all Announced Projects.
4. Number of leads from sources other than Enterprise Florida- 50%.
5. Number of new projects (identified as prospects actively considering a recruitment/expansion project in Hillsborough County) opened- 80.
6. Generate Private Investor funding (includes investments, events, in-kind) of \$2 million or greater.

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Standard Operating Procedures (SOP)

1. At the beginning of each calendar year during the Term, a City scheduler will be produced and updated periodically as required. This scheduler will establish the standard practices, requirements and timing associated with filing agenda items. The scheduler will address two processes: one for the standard State QTI projects, and another for the more complex projects that include contractual agreements with the City. The Agency will use these schedulers to guide its activities and, just as importantly, manage prospect expectations consistent with the obligations of the company and/or consultant as to timing and applicant requirements and deadlines.
2. The Agency and the City will develop a due diligence check list that will guide the vetting of projects and the project management of such. The checklist will be structured in a manner that allows for two tiers of evaluation: the first being items required before an incentive offer can be made, the second being conditions that must be met before any representations can be made or request made to agenda the deal structure with City Council.
3. With regard to the check list required for filing agenda items with City Council, a completed General Project Overview (GPO) and, where applicable, a City/County Application for local based incentives, must be received by the noted due date on the scheduler in order to begin the review and filing process for appropriate City Council action.
4. A request to the state for a Letter Preserving Inducement (LPI) will only be issued for prospects that have completed their required applications and GPO, and that a due diligence checklist has been completed, giving the Agency and the City sufficient comfort that the project has been fully vetted. An LPI does not bind the City to a particular decision regarding a prospect's incentive package and a prospect will be so advised.
5. All local-based incentives funded by local government are not "by right" and are addressed on a case-by-case basis at the sole discretion of the City. Any commitments about the use of local incentives must be made by the City to the prospect or by the Agency to the prospect but only after receiving authorization by the City as to the financial offer.
6. The Agency shall be the single point of contact for job creation projects. The Agency will handle all prospect communication, except when there are emails directly between the City and the Client, the Agency must be copied, or informed about phone calls. This procedure applies to communication with the customer, but also with consultants, brokers, and EFI.
7. To assist in the communication process, the Agency will route all day-to-day project calls through a designated representative of the City who will provide responses and forward information as needed.
8. The City will inform the Agency about all meeting notices or communication regarding development and permitting as it pertains to Agency projects.
9. No representations can be made by the Agency to prospects about the expansion of the City's Enterprise Zone or the creation of new Brownfield Areas. No encouragement of such will be proffered by the Agency to prospects without the City being consulted first and obtaining proper guidance from the City as to the likelihood and/or willingness to do so.
10. All applicable EDTF grant discussions will be conducted with a City representative present to discuss the merits of the road project and the willingness of the City to participate in the acceptance of the roadway maintenance obligations. All applications will be vetted by the City and submitted by the City or lawful governmental entity per State Statute and FDOT/DEO process.
11. It is the policy of the City that the economic development ad-valorem tax exemption

program will not apply to existing leased property (real or tangible personal).

12. Barring any delays, the City will forward to the Agency copies of approved Resolutions and City Council actions within seven working days (targeted no later than the Friday of the week following the applicable Council meeting). Prospects and EFI will be so apprised of that timeline in order to set expectations and guide administrative process.
13. Substantive incentive discussions with prospects that do not meet program wage requirements of the State and/or City programs will be conducted on a limited basis and only after concurrence by the City.
14. To the extent that an Agency jobs project requires prospect conversations that deal with real estate development, entitlements, permitting issues and/or development incentives (versus jobs incentives) that effort will be led by the City team. The Agency will be notified of such meetings.
15. The Agency will advise the City as early as possible if it intends to seek additional local government funding for any unbudgeted initiative during the fiscal year.
16. At the final discretion of the City, only prospects utilizing the state QTJ program, exclusively, will be advanced through the local approval process confidentially. All other prospects will not be carried forward confidentially.
17. Prospect incentive package requests will only be advanced through the local approval process in totality, meaning requests for different incentive programs for the same project will not be made at separate public meetings. The only exception to this is the economic development ad valorem tax exemption program which requires a separate public hearing. Under limited circumstances where the same project does require an additional incentive or assistance, the City will make it clear to elected officials and the public, the previously approved incentives for the project.
18. The Agency and City will discuss these SOP's on an ongoing basis in order to enhance the efficiency and effectiveness of the entire team.
19. The Agency and City will meet on a regular basis to discuss ongoing projects and items important to the execution of the Agency strategic plan and/or relevant public policy issues.

EXHIBIT B METHOD OF PAYMENT

AGENCY: Tampa Bay Economic Development Council
PROGRAM: Economic Development Services

Payments for services will be made upon receipt of a completed Request for Payment Form, Exhibit C, and Performance Report, Exhibit D. No modifications to the budget shall be permitted unless prior written approval has been granted by the City. In no event, however, shall payments to the Agency exceed \$538,000 annually. Payments will be limited to funding base salary and related benefit expenses of Employees. However, all funding under this Agreement is subject to availability and the amount may be reduced. The City shall be the final authority as to the availability of funds and how available funds will be allotted. A current certificate of insurance meeting City requirements is required before payment for any services under this Agreement.

Upon execution of this Agreement, the Agency will provide a base salary summary that provides a beginning of the Agency's Fiscal Year personnel expense estimate based on current Full Time Employees (FTE) of the Agency and estimated aggregated personnel expenses in order to establish the beginning year personnel expense baseline, supporting the total annual salary expense budgeted. No City funds can be used for increases in staffing, annual pay raises above the base, performance bonuses, commissions and other sales incentives.

Payment requests may be submitted on a quarterly or monthly basis with proper backup. Payment requests shall not be submitted for a period less than one month. If the City determines, through its inspection or review, that the Agency has performed, or is performing less than the total agreed upon services, payments to the Agency shall be subject to a pro-rata reduction. Performance will be measured by units, if applicable, or on a percentage of primary service goals completed. Payments shall be made within fifteen (15) business days after approval of such requests by the City.

The City's Fiscal Year commences on October 1st and ends on September 30th of the following calendar year. Invoices with supporting documentation for services delivered between October 1st and September 30th must be received no later than October 5th of each year to allow closeout of the City's Fiscal Year; provided, that some of the year-end supporting documentation to be submitted with each City fiscal year-end invoice may be submitted by the end of October.

No City funds will be expended for the Agency's purchase of equipment, food, beverages or entertainment costs or in support of Agency membership functions.

Each quarter for each annual period during the Term ("Quarter"), the Agency shall provide an income and expense (profit and loss, "P/L") statement and balance sheet for each quarter and from the commencement of the Term, along with a summary or chart of accomplishments in each Quarter and from the commencement of the Term. Accompanying the quarterly P/L, a Custom Transaction Detail Report should itemize Salary, Programming (exclusive of expenses related to economic development service efforts protected under applicable law) and General and Administrative Expenses. Moreover, at the end of each calendar year during the Term, the Agency shall make available for City's review W2s for each Employee and 1099s for contract personnel, if applicable (with social security numbers redacted). Each performance report chart should be supplemented by documentation supporting reported accomplishments and copy(s)

of any periodic reports to the City Council and to the Board of Directors of the Agency.

With each Performance Report, the Agency should outline efforts and quantify the results for the reporting period. Such reports should include components of the performance metrics as well as highlights of operational activities that best relate to the generation of the metric outcomes.

A final report with financials is to be provided at the close of each Fiscal Year during the Term. Within 45 days of the end of each such Fiscal Year, the Agency will provide an annual report that details major accomplishment. Performance reporting should identify the status of each bid/incentive proposal and whether the City was selected.

EXHIBIT C

REQUESTFORPAYMENT FORM

CITY OF TAMPA ECONOMIC DEVELOPMENT DEPARTMENT
 306 E. JACKSON ST., TAMPA, FLORIDA 33602
 (813) 274-8325

AGENCY: Tampa Bay Economic Development Council

PROGRAM: Economic Development Services

REQUESTNUMBER: _____ MONTH: _____ AMOUNT: \$ _____

FINANCIAL STATUS REPORT

BUDGET CATEGORIES	TOTAL (ANNUAL) APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE
		CURRENT REQUEST	YTD REQUESTS	
Economic Development Services @ \$134,500 per quarter	\$538,000			
TOTAL	\$538,000			

I certify that the service covered by this request have been provided to the City in accordance with the terms and conditions of the Agreement and that the documentation provided in the attached Performance Report is true, accurate, and complete.

 Authorized Agency Signature

 Title

 Date

=====

FOR CITY USE ONLY

ACCT CODE: Fund 01100 Center 213700 Account 582501

APPROVED FOR PAYMENT IN THE AMOUNT OF \$ _____

 Thomas Snelling
 Director Planning and Development

 Date

COMMENTS: Payment shall be made within fifteen (15) business days after approval of such request by the City.

**EXHIBIT D
PERFORMANCE REPORT**

AGENCY: Tampa Bay Economic Development Council

PROGRAM: Economic Development Services

REPORT PERIOD _____ THROUGH _____

PERCENTAGE OF AGREEMENT COMPLETED _____ %

I. ACCOMPLISHMENTS:

II. PROBLEMS:

III. STATUS REPORT ON PROVISION OF SERVICES: (include report period and year-to-date)

UNITS OF SERVICE PROVIDED	ANNUAL PROGRAM GOAL	REPORT PERIOD	YEAR TO DATE	% OF GOAL COMPLETED
Program Performance Reports	<u>4</u>	_____	_____	_____

IV. OTHER COMMENTS:

SUPPORTING ATTACHMENTS: See Exhibit A, Scope of Service, for detailed deliverables, benchmarks and performance measures to be part of each Performance Report. For specific activities, include applicable accomplishments such as number of missions, conferences, publications, meetings, and other measurable steps. The Performance Reports should outline the work plan efforts and quantify the results for the reporting period. Additional Financial Reporting and documentation is detailed in Exhibit B.

INSTRUCTIONS FOR PERFORMANCE REPORT

THE PURPOSE OF THIS REPORT IS TO PRESENT A CONCISE REVIEW SUMMARIZING THE AGENCY'S ACTIVITIES FOR THE CITY FUNDED PROGRAM. USE ADDITIONAL PAGES ONLY IF NECESSARY/REQUIRED.

Agency: Provide name of Agency as it appears on your Agreement.

Services: Provide the services provided in your Agreement.

Report Period: Identify dates covered by this narrative report. After the first report, begin with ending date of the previous report.

- I. **Accomplishments**
Highlight significant or major accomplishments funded by the City during the report period.
- II. **Problems**
Provide a description of the problems that were encountered during this report period which would have a negative impact on the services provided. Also, provide a plan for a corrective action, to include time of implementation, effect on services, and indicate if there is a need to modify the services, Agreement or funding.
- III. **Status Report on Provision of Services, Goals and Objectives (Report period and year-to-date)**
Report statistically on goal achievements for report period and year-to-date total.
- IV. **Other Comments**
Use this section for general remarks regarding Agency, etc. General information to assist in understanding the services provided may be included.

With each Performance Report, See Exhibit A, Scope of Service, for detailed deliverables, benchmarks and performance measures to be part of each Performance Report. For specific activities, include applicable accomplishments such as number of missions, conferences, publications, meetings, and other measurable steps. The Performance Reports should outline the work plan efforts and quantify the results for the reporting period.

EXHIBIT E
INSURANCE REQUIREMENTS

Agency's Liability Insurance:

The Agency shall procure and maintain in force such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws, or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Agency's operations under this Agreement, whether such operations be by the Agency or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Agreement or required by law, whichever is greater, and shall include contractual liability insurance. The Agency will file with the City a certificate of such insurance, acceptable to the City. These certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below. A current certificate of insurance meeting City requirements is required before payment for any services under this Agreement.

Insurance Required:

A. General

The Agency shall procure and maintain insurance of the types and to the limits specified in paragraphs B (1) through (4) below. All policies of insurance under this Agreement shall include as additional insured the City and its officers and employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The Agency shall procure and maintain in force during the term of this Agreement the following types of insurance coverage written on standard forms and placed with insurance carriers approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Workers' Compensation-** The Agency shall procure and shall maintain during the life of this Agreement, the appropriate types of Workers' Compensation Insurance for all of its employees to be engaged in work under this Agreement. In case any class of employee engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, the Agency shall provide employer's liability insurance for all said employees with limits of not less than those listed below and must include:

Employer's Liability	
Limit each accident	Not Applicable (N/A)
Limit disease aggregate	
Limit disease each employee	

N/A
N/A

EXHIBIT F (CONTINUED)

2. Commercial General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

General Aggregate/Bodily Injury/Property Damage	\$ 500,000
Products & completed operations	Not Applicable (N/A)
Personal & advertising injury	\$500,000
Each occurrence	\$500,000
Fire damage (any one fire)	N/A

3. Business Automobile Liability- Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

Combined single limits each accident, for bodily Injury and property damage liability.	N/A
Owned vehicles	N/A
Hired and non-owned vehicles	N/A
Employer non-ownership	N/A

4. Professional Liability- \$ N/A per claim

5. Certificate of Insurance and Copies of Policies- Certificates of Insurance will be furnished by Agency evidencing the insurance coverage specified in the previous paragraphs B(1) through (4) inclusive, and on request of the City certified copies of the policies required shall be filed with the City of Tampa Office of Risk Management. The required Certificates of Insurance not only shall list the additional insured described above, for the operations of the Agency under this Agreement (excluding the workers' compensation and professional liability policies) but shall name the types of policies provided and shall refer specifically to this Agreement. If the initial insurance expires prior to the expiration of this Agreement, the Agency shall cause renewal Certificates of Insurance to be furnished to the City thirty (30) days prior to the date of their expiration.

Cancellation - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, the Agency shall ensure that the insurer will not cancel same until up to thirty (30) days prior written notice has been given to the above named certificate holder. This prior notice provision is a part of each of the above described policies.