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AS

RESOLUTION NO. 2019-

405

A RESOLUTION APPROVING THE EXECUTION BY THE MAYOR AND ATTESTATION BY THE CITY CLERK OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND TAMPA HILLSBOROUGH FILM AND DIGITAL MEDIA COMMISSION, INC., FOR THE PERFORMANCE OF CERTAIN PROFESSIONAL SERVICES FOR CONSIDERATION IN AN AMOUNT NOT TO EXCEED \$58,500.00; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa desires to continue to engage Tampa Hillsborough Film and Digital Media Commission, Inc. for Fiscal Year 2019 to provide media exposure and employment opportunities in the local community through projects involving digital media productions, including television, film and photography.

NOW, THEREFORE,

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

Section 1. That the execution by the Mayor and attestation by the City Clerk of the Agreement between the City of Tampa and Tampa Hillsborough Film and Digital Media Commission, Inc., is approved in the form of the copy attached hereto, or in substantially similar form.

Section 2. That consideration for the services to be provided pursuant to said Agreement shall be paid from the General Fund, not to exceed \$58,500.00.

Section 3. That other proper officials of the City of Tampa are authorized to do all things necessary in order to carry out the terms and conditions of this Resolution.

Section 4. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, NUNC PRO TUNC OCTOBER 1, 2018, BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA, ON MAY 16 2019.

ATTEST:


CITY CLERK/DEPUTY CITY CLERK


CHAIRMAN/CHAIRMAN PRO-TEM
CITY COUNCIL

PREPARED BY AND APPROVED AS
TO LEGAL SUFFICIENCY:

JORGE MARTIN
SENIOR ASSISTANT CITY ATTORNEY

B2019-46

**AGREEMENT BETWEEN
CITY OF TAMPA, FLORIDA
AND
TAMPA HILLSBOROUGH FILM & DIGITAL MEDIA COMMISSION, INC**

THIS AGREEMENT ("Agreement") is made as of the last date of execution by a party between the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, ("City") and Tampa Hillsborough Film and Digital Media Commission, Inc. ("Commission"), a private not-for-profit 501(c)(6) corporation existing under the laws of the State of Florida, hereinafter referred to as the "Commission."

In consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Commission agree as follows.

**ARTICLE 1
Scope of Service**

The Commission shall provide the services described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference.

**ARTICLE 2
Term of Agreement**

This Agreement shall be effective and cover services provided from October 1, 2019, until September 30, 2020 (the "Term"), unless sooner terminated in accordance with this Agreement.

**ARTICLE 3
Consideration and Payment**

For its performance, under this Agreement, the City shall pay to the Commission an amount not to exceed \$58,500, payable for services set forth in Exhibit A, as full compensation for all work done and materials furnished, unless otherwise authorized by the City in a written modification agreement.

Payments 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 Commission shall submit program performance report(s) in accordance with Exhibit D, Program Performance Report, attached hereto and incorporated herein by reference, with all payment requests.

ARTICLE 4
Maintenance and Review of Records

The Commission and any of its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including, but not limited to, property, personnel and financial records, and supporting documentation which shall enable ready identification of Commission's cost of goods and use of funds for a period of six (6) years from the date of final payment to the Commission, or its subcontractors, as applicable, 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 Commission, and its subcontractors, as applicable, will 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's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether Federal, state or local. Commission shall ensure that any such subcontractor shall recognize the City's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the Commission under this Agreement. If an audit is begun by the Commission 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 5
Financial Reports

Upon written request by the City, unless otherwise specified in Exhibit A, the Commission shall submit to the City within one hundred and twenty (120) days after the end of the Commission's fiscal year, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term of this Agreement. If the Commission fails to provide its audited financial statements within the 120 day time period referenced above, then, the Commission shall be in default hereunder. Notwithstanding the foregoing, the City may grant the Commission an extension of the 120 day time period to provide its audited financials, but such extension shall be solely at the City's discretion. Such audit is to address the Commission; in a form to be examined by the External Auditor with approval by the City.

ARTICLE 6
Indemnification

The Commission shall indemnify, hold harmless, and defend the City and the Tampa City Council ("Council"), and the respective agents and employees of the City (all of the foregoing shall

hereinafter collectively be referred to as the "Indemnified Parties") 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, 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 Commission, its agents, subcontractors, assigns, heirs, and 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 any of the Indemnified Parties 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 any of the Indemnified Parties by any employee of the Commission, 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 Commission or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Nothing herein shall be construed to extend any party's liability beyond that provided for in Sections 768.28, Florida Statutes. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 7

Insurance

The Commission shall procure and maintain throughout the Term of this Agreement, on behalf of itself and the City, the insurance specified on, and as required by, Exhibit E, Insurance Requirements, (attached hereto and incorporated herein by reference) and as stated below in this Article. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The Commission shall ensure that the City and the Council are named as additional insured parties as to the actions of the Commission, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to Commission during the performance of this Agreement, on (1) all auto liability policies and general liability policies required to be obtained by the Commission 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 also shall contain a Severability of Interests provision. Every insurance policy must provide for 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.

ARTICLE 8

Conflict of Interest

The Commission 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.

The Commission warrants to the City that no gifts or gratuities have been or will be given to any City employee or agent, either directly or indirectly, in order to obtain this Agreement.

ARTICLE 9
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 10
Public Entity Crimes

The Commission 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 Commission also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

ARTICLE 11
Compliance With Applicable Laws

The Commission 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 Commission 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 Commission shall ensure that no City employee receives any such benefit or interest as a result of this Agreement.

ARTICLE 12
Assignment

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

ARTICLE 13
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 the Agreement.

ARTICLE 14
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 fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 15
Additional Rights and Remedies

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

ARTICLE 16
Order of Precedence

In the event of any conflict between the provisions of this Agreement and the Exhibits, then the provisions of the Agreement shall take precedence over the provisions of the Exhibits.

ARTICLE 17
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 the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 18
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 19
Project Publicity

Any news release or other type of publicity pertaining to the services performed by the Commission pursuant to this Agreement must recognize the contribution of the City. The Commission 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/Council 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.

ARTICLE 20

Third Party Beneficiaries/Independent Contractor

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

ARTICLE 21 Political Activity

The Commission 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 22 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 only may be amended or extended by a written instrument executed by the City and the Commission expressly for that purpose.

ARTICLE 23 Termination of Agreement

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

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

ARTICLE 24 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, the City shall notify the Commission 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 Commission. The City shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by Federal or state dollars which are reduced or become unavailable, the City shall notify the Commission 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 Commission. The City shall pay the Commission for services incurred by the Commission prior to termination. Any costs incurred by the Commission after the effective date of the termination will not be reimbursed.

ARTICLE 25
Access to Records

If under this Agreement, the Commission is providing services and is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, the Commission 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 Commission; (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, including, but not limited to, Section 288.133 Florida Statutes; and (4) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Commission upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

ARTICLE 26
Drug Free Workplace

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

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ARTICLE 27

Notice

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

A. CITY:

Mr. Robert J. McDonough
Economic Opportunity Administrator
306 East Jackson Street, Suite 2 North
Tampa, Florida 33602

B. COMMISSION

Tyler Martinovich

Name:

Film Commissioner

Title:

Tampa Hillsborough Film and Digital Media Commission
201 N Franklin St | Suite 2900
Tampa, FL 33602

Any notice sent in accordance with this Article shall be deemed given two (2) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, overnight delivery service or personal delivery. 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.



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IN WITNESS WHEREOF, the Commission and the City respectively, have caused this Agreement to be executed by their duly authorized representatives.

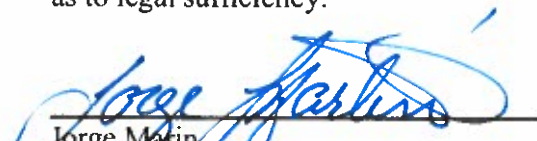
ATTEST:

CITY

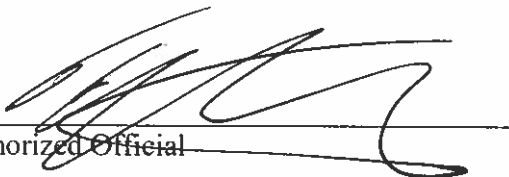
BY: 
City Clerk/Deputy City Clerk

BY: 
~~Bob Buckhorn, Mayor~~
Jane Castor
Date:  5/20/19

Prepared by and approved
as to legal sufficiency:


Jorge Marin,
Senior Assistant City Attorney

COMMISSION:

BY: 
Authorized Official

Tyler Martinovich
(Printed Name of Signer)

Film Commission
(Title)
4/9/19
(Date)

ACKNOWLEDGEMENT OF AGREEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day

of April 2019 by Tyler Martinolich
Tampa Hillsborough Name and Title of Officer or Agent
of Film + Media Commission a Florida corporation
(Name of Corporation) (State of Incorporation)

on behalf of the corporation. He/she is personally known to me or has produced:

(Type of Identification)

Karen L. McCully
Signature of Notary

Karen L. McCully
Name of Notary Typed, Printed or Stamped



Title or Rank

Serial Number, If Any

EXHIBIT A SCOPE OF WORK

COMMISSION: Tampa Hillsborough Film and Digital Media Commission, Inc.
PROGRAM: Television and Film Industry Marketing and Promotional Services

PRIMARY GOAL:

Assist the film/production industry in growing and creating additional economic development in Tampa-Hillsborough County. The function of the Film & Digital Media Commission ("Commission") is to contribute to the local tax base/revenue, providing media exposure and employment opportunities in the local community through projects with various digital media productions such as television, film and photography. This initiative will enable a fulltime organization to bring additional productions and compete with other counties for prospective events and productions, ultimately enhancing our ability to retain local talent in our marketplace, hire them to work in their community, and generate business and job creation.

Part I. Scope of Services

The Project includes the following approved Scope of Services, namely, Annual Operational Support, on which the City reimbursement is based.

Program Element 1: Annual Operational Support:

Provide 12 Units of Service annually. A "Unit of Service" is defined as one month of a year in operational support in Program Development and Delivery.

- The Per Unit Rate under this Agreement is Four Thousand Eight Hundred Seventy Five Dollars (\$4,875.00).
- The annual amount is not to exceed Fifty Eight Thousand Five Hundred Dollars (\$58,500).

On a fee for service reimbursement basis, the Council shall provide the approved Scope of Services on which the City reimbursement to the Commission administering the Agreement is based, as outlined below. City acknowledges that the Scope of Services is on a county-wide basis and that City personnel will participate, as appropriate.

1. Market Tampa Hillsborough's film infrastructure, diverse locations, tax incentives and rebates, as available, to studios, production companies, and filmmakers to increase the growth and development of the film industry, a targeted high-wage workforce, and high-value industry.
2. Conduct out-of-market prospect/sales missions to realize production activity specific to film and digital media production in tandem with film-specific, industry-related events including, but not limited to industry trade shows and film festivals.
3. Partner with participating trade associations and private industry to maximize exposure and maintain fiscal responsibility.
4. Participate in the development of educational forums, programs, and institutions to further the efforts of indigenous production.
5. Manage the process of facilitating permits within the City of Tampa in conjunction with City staff, and communicate with all applicable City departments for each production activity proposed on public property.

6. Act as a liaison between the filmmaker and city departments. Prepare and submit to the appropriate department each completed permit application for their files, and maintain progress reports on a monthly basis. Maintain updated policies and procedures.
7. Build an extensive film production location library encompassing all the various looks that highlight the marketability of the City of Tampa. Use the location library as a key marketing tool in recruiting potential productions.
8. Work with local production partners, such as hotels, rental houses, etc., in catering to the film production community to show a sense of hospitality and appreciation to those conducting business in our area.
9. Communicate the production activity by way of digital and social media forums to educate the interested partners, shareholders and the general public to the extent of on-going productions happening within the City of Tampa. Promote the Film Commission's brand including through its logo, website, marketing collateral and social media formats.
10. Develop a three-year strategic business plan for the Film Commission, with achievable goals realistic to our markets strengths.
11. Update and continue to refine metrics and benchmarks to mark accountability of production activity being monitored and facilitated within the City of Tampa by the Film Commission. For example, permitting numbers, lodging room nights, and other economic impacts. Numeric goals for FY 19 (which may be administratively updated) include:
 - Permits processed 150
 - Room nights generated 2,500
 - Local production expenditures \$8,500,000
 - Social Media Followers 5,000+

Measurable assignments relating to project development are below. They may be expanded or refined in a written memorandum approved by the Board of Directors. In FY 19, they include:

- Host two Familiarization tours of Hillsborough County with out of market, high impact/high profile projects or clients. Report on the scope of the project and potential project development.
- Attend one industry related trade shows. Report on educational opportunities and prospect conversations.
- Attend two film festival events locally/statewide. Report on educational opportunities and prospect conversations. Meet with at least two potential clients.
- Attend one film festival events nationally/internationally. Report on educational opportunities and prospect conversations. Meet with at least two possible clients.
- Meet with 10 Hillsborough County production companies or representatives. Report on each company's scope of work and project roster.
- Conduct one out-of-market or inbound mission focusing on commercial production. Report who/which companies are targeted and what the potential for each interaction may yield.
- For each production activity in Hillsborough County, provide results and impacts, including production days generated, direct spending, jobs generated (if applicable), room nights and other measures as appropriate.

**Tampa Hillsborough Film and Digital Media Commission
2019 Budget**

	2019 Budget
Expenses	
Compensation, taxes and benefits	
Salary Executive Director/Production Manager/Admin	\$ 122,342.50
Payroll Taxes	9,473.54
Health Insurance	14,844.54
Life, Dental, Disability	2,513.40
401K	<u>5,249.02</u>
Compensation, taxes and benefits Total	154,423.00
Marketing/Events	
Design/Artwork	18,500.00
Website (Maintenance/Hosting/Upgrades)	6,210.00
Online Location Library/Project Management System (ReelScout)	12,420.00
Digital Campaign/Ad Placement	4,800.00
Digital Marketing Campaign	10,000.00
Quarterly Networking/Events/Forums	1,887.00
Commercial Incentive Campaign	3,500.00
Marketing – Film Tampa Bay Commercial	19,250.00
WFTF Central Florida Annual Event	3,000.00
Film Florida – Jingle Mingle	1,250.00
Photography (Licensing)	1,290.00
Corporate/Identity Video Production and Media Buy	27,400.00
Film Tampa Bay Tradeshow Commercial	<u>44,000.00</u>
Marketing Total	153,507.00
Travel-Trade Shows, Film Festivals, Missions	
Film Florida Quarterly/Annual Meetings	2,700.00
Toronto Film Festival	4,054.00
Real Screen (DC)	<u>3,406.00</u>
Travel-Trade Shows, Film Festivals, Missions Total	10,160.00
Grant Awards/Sponsorships/Scholarships	
GIFF/Tampa Institute	20,000.00
Second Screen Cinema	500.00
FTB 48Hr	1,000.00
Hillsborough County Day	500.00
Tampa Bay Jewish Film Festival	2,500.00
Tampa Bay International Gay & Lesbian Film Festival	5,000.00
UT Flex Fest	5,000.00
County Student Film Grants	5,000.00
JOLT Kids Film Camp Sponsorships	3,000.00
Tampa Theatre Speaker Series Sponsorship	5,000.00
Jingle Mingle	<u>250.00</u>
Grant Awards/Sponsorships/Scholarships Total	47,750.00
Memberships	
Film Florida	5,000.00
Women In Film & TV-Florida	<u>2,750.00</u>
Memberships Total	7,750.00
Project Recruitment Total	21,500.00
Office/Admin Total	15,410.00
Other Total	8,000.00
Total Expenses before In-Kinds	418,500.00
In-Kinds	20,000.00
Total Expenses	\$ 438,500.00

EXHIBIT B METHOD OF PAYMENT

COMMISSION: Tampa Hillsborough Film and Digital Media Commission, Inc.

PROGRAM: Television and Film Industry Marketing and Promotional Services

Reimbursement in accordance with unit costs will be made upon receipt of a completed Request for Payment Form, Exhibit C, and Program Performance Report, Exhibit D. No modifications to the budget shall be reimbursed unless prior written approval has been granted by the City. In no event, however, shall payments to the organization exceed \$58,500 annually for Program Element I, Annual Operational Support. 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.

Reimbursement requests may be submitted on a quarterly or monthly basis with proper backup. Reimbursement requests shall not be submitted for a period less than one month. If the City determines, through its inspection or review, that the Commission has performed, or is performing less than the total agreed upon services, payments to the Commission 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. Payment of the reimbursement request shall be made within fifteen (15) business days after approval of such request by the City.

In the event the Commission is required to submit invoices on a reimbursable expense basis, the City shall reimburse the Commission for the amount set forth in the proper Request for Payment Form up to the Unit Rate. If the invoiced amount is more than the Unit Rate and is supported by the appropriate documentation and the Commission has not been reimbursed for the entire Unit Rate in a previous month(s) period, the City shall reimburse the Commission for the amount that is set forth in the proper Request for Payment Form up to the amount that is reimbursable for the current Unit Rate and any unreimbursed amount for the Unit Rate in previous months.

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.

No City funds will be expended to purchase alcohol without the prior approval of Tampa City Council.

No City funds will be expended for the Commission's local Chamber or similar membership dues and functions. Allowable expenses related to promoting the City/County and as part of its promotional efforts, include Commission staffing expenses, out-of-area lodging, food, beverage and related food/entertainment and sponsorships, as well as marketing expenses. The funds also may be used for trade show participation including booth and related rental expenses, lodging, travel and food/sponsorship as well as marketing expenses, for which receipts showing actual trips (airline seat check-in receipts or similar support) and attendance are required.

With each Performance Report, Commission will provide the following: a program performance

report must provide details for each period and at year-end, documenting the progress in delivering marketing and promotional services, as detailed in the agreed Scope of Services, Exhibit A. Commission will provide the itemized detailed expenses and the income and expense (profit and loss) statement for the Commission, as well as year-end statements. It is recognized that there may be a lag in compiling financial reports to match invoice periods, so the latest available data for that invoice period will be acceptable during the year. The Commission indicates that it will invoice the City monthly and provide reimbursement support on a quarterly basis with the accompanying invoice for that period.

A final report with financials is to be provided at the close of each Fiscal Year. Within 45 days of the end of the Fiscal Year, the Commission will provide an annual report that details major accomplishments of the Commission, including itemized travel and entertainment expenses organized by event/activity as reported during FY 19, with the results and/or leads resulting from each of those events, trade shows, film festivals and conferences. Performance reporting should identify the status of each bid/incentive proposal and whether the City/County was selected.

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EXHIBIT C
REQUEST FOR PAYMENT FORM
CITY OF TAMPA ECONOMIC DEVELOPMENT DEPARTMENT
306 EAST JACKSON STREET, 2 NORTH, TAMPA, FLORIDA 33602
(813) 274-8325

COMMISSION: Tampa Hillsborough Film and Digital Media Commission, Inc.
PROGRAM: Television and Film Industry Marketing and Promotional Services

REQUEST NUMBER: _____ MONTH: _____ AMOUNT: \$ _____

FINANCIAL STATUS REPORT

BUDGET CATEGORIES	TOTAL (ANNUAL) APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
Monthly Operational Support @ \$4,875.00 per month	\$4,875.00			
TOTAL	\$58,500.00			

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 Program Performance Report is true, accurate, and complete.

Authorized Commission Signature

Title

Date

FOR CITY USE ONLY

ACCT CODE: Fund 01100 Center 221200 Account 534000

APPROVED FOR PAYMENT IN THE AMOUNT OF \$ _____

Robert J. McDonough
Economic Opportunity Administrator

Date

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

EXHIBIT D
PROGRAM PERFORMANCE REPORT

COMMISSION: Tampa Hillsborough Film and Digital Media Commission, Inc.

PROGRAM: Television and Film Industry Marketing and Promotional 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)

<u>UNITS OF SERVICE PROVIDED</u>	<u>ANNUAL PROGRAM GOAL</u>	<u>REPORT PERIOD</u>	<u>YEAR TO DATE</u>	<u>% OF GOAL COMPLETED</u>
Marketing and Promotional Services	_____	_____	_____	_____

IV. OTHER COMMENTS:

SUPPORTING ATTACHMENTS: With each Performance Report, Commission will provide the following: a program performance report must provide details for each period and at year-end, documenting the progress in delivering marketing and promotional services, as detailed in the agreed Scope of Services, as part of Exhibit A.

INSTRUCTIONS FOR PROGRAM PERFORMANCE REPORT

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

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

Program: Provide title of the program or general service area as contracted.

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 in the City funded program 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 program. Also, provide a plan for a corrective action, to include time of implementation, effect on the program, and indicate if there is a need to modify the program, goals, Agreement or funding.
- III. Status Report on Provision of Services, Goals and Objectives (Report period and year-to-date)
Report statistically on program goal achievements for report period and year-to-date total.
- IV. Other Comments
Use this section for general remarks regarding Commission, etc. General information to assist in understanding the program's operation and purpose may be included.

Provide Required Attachments: With each Performance Report, Commission will provide the following: a program performance report must provide details for each period and at year end, documenting the progress in delivering marketing and promotional services, as detailed in the agreed Scope of Services, as part of Exhibit A.

EXHIBIT E INSURANCE REQUIREMENTS

Commission's Liability Insurance:

The Commission 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 Commission's operations under the Agreement, whether such operations be by the Commission 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 Commission 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.

Insurance Required:

A. General

The Commission 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 Commission 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 Commission 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 Commission shall provide employer's liability insurance for all said employees.

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

EXHIBIT E (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 Commission 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's Office of Risk Management. The required Certificates of Insurance not only shall list additional insured described above, for the operations of the Commission 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, renewal Certificates of Insurance shall be furnished 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, insurer will not cancel same until up to thirty (30) days prior written notice has been given to the below named certificate holder. This prior notice provision is a part of each of the above described policies.