

**AGREEMENT BETWEEN
HILLSBOROUGH COUNTY, FLORIDA
AND
TAMPA HILLSBOROUGH ECONOMIC DEVELOPMENT CORPORATION, DBA THE
TAMPA BAY ECONOMIC DEVELOPMENT COUNCIL FY22-23**

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of November, 2021, by and between Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Tampa Hillsborough Economic Development Corporation, dba The 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 "EDC." The foregoing entities individually are sometimes referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the stated mission of the EDC, which is independent and distinct from the County, is to develop and sustain a thriving local economy by focusing on the attraction, expansion and retention of high-wage jobs and capital investment; and

WHEREAS, in light of the mission of the EDC, which complements, but does not stand in for or replace, the County's economic development strategy, the County desires to have the EDC provide the services to the County as described in this Agreement and the EDC is willing to provide such services to the County under the terms of this Agreement;

NOW, THEREFORE, 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 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 EDC shall provide the services described in, and comply with the associated requirements provided for in, Exhibit A, Scope of Services, attached hereto and incorporated herein by reference. The Parties acknowledge that they do not intend through this Agreement, nor should this Agreement be construed, to delegate to the EDC any governmental decision-making authority, governmental responsibility or governmental function.

ARTICLE 3
Term of Agreement

This Agreement shall be effective upon execution by the Parties and shall cover services provided from October 1, 2021, until September 30, 2023 (the "Term"), unless sooner terminated in accordance with this Agreement.

ARTICLE 4
Consideration and Payment

For its performance under this Agreement, the County shall pay the EDC the amount set forth in Exhibit A as full compensation for all work done, materials furnished and costs and expenses incurred by the EDC associated with such performance, unless otherwise authorized by the County 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 EDC 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 EDC shall, or shall cause any professional employer organization of the EDC ("PEO") and any of the EDC'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 EDC's use of the funds received from the County under this Agreement for a period of six (6) years from the later of the date of final payment to the EDC, under this Agreement or the termination of this Agreement (Such six-year period is hereinafter referred to as the "Audit Period.") The County and its authorized agents shall, upon reasonable notice and at a mutually agreed to time, have the right, and the EDC will, or will cause its PEO and subcontractors to, as applicable, permit the County and its authorized agents, including, but not limited to, the County Internal Auditor, 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 County and its authorized agents upon reasonable notice and at a mutually agreed to time, for audit, examination or copying purposes as often as the County may deem reasonably necessary during the Audit Period. The County's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether federal, state or local. The EDC shall ensure that its PEO and any such subcontractor shall recognize the County'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 EDC under this Agreement. If an audit is begun

by the County 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 EDC shall submit to the County audited financial statements covering the Term. Such statements will include, all financial statements, including the EDC's operating activity and fund balance in sufficient detail to note all private and public funding sources, major expenditures, and overhead allocations. Public funding sources are defined as all local, state and federal governmental entities and agencies, including public educational institutions, port authorities, aviation authorities, transportation agencies, planning boards, workforce boards and any and all similar public entities. The statements shall be submitted within one hundred twenty (120) days after they have been made available by the EDC's contracted outside audit firm for each of the EDC's fiscal years any portion of which is coterminous with the Term and shall comply with Generally Accepted Accounting Principles (GAAP).

ARTICLE 7 Indemnification

The EDC shall indemnify, hold harmless, and defend the County 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 EDC, its agents, subcontractors, assigns, heirs, and employees, including employees that fall within a shared employment relationship between the EDC and its PEO (collectively, "Employees"), if any, 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 County 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 County or any of its respective officers, agents or employees, by any Employee of the EDC, 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 Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the EDC, its PEO, if any, 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 Equal Employment Opportunity; Non-Discrimination

The EDC shall comply with, and shall cause any third party agency, including the EDC's PEO providing staff to the EDC, if any, to comply with, Hillsborough County, Florida – Code of

Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

The EDC shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference. Upon the execution of this Agreement by the EDC, the EDC shall cause to be completed and submitted to the County the Equal Employment Opportunity Questionnaire provided for in Exhibit E of this Agreement.

ARTICLE 9 Conflict of Interest

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

ARTICLE 10 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 11 Public Entity Crimes

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

ARTICLE 12 Compliance With Applicable Laws

The EDC shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder.

ARTICLE 13
Assignment

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

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

Pursuant to Board of County Commissioners ("BOCC") Policy No. 10.04.00.00, any news release or other type of publicity pertaining to the services to the County performed by the EDC pursuant to this Agreement must recognize the contribution of the County. The EDC being a not-for-profit corporation receiving public funding or non-monetary contributions through the County shall recognize the County for its contribution in all promotional materials and at any event or workshop for which County funds are allocated. Any news release or other type of publicity must identify the County/BOCC as a funding source. In written materials, the reference to the County 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 EDC, and particularly those projects induced with County funded financial incentives or other contributions, will be planned in cooperation with the County's Economic Development and Communications and Digital Media Departments for purposes of coordinating the County's official County 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 County'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 EDC 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 County. The Parties acknowledge that they do not intend through this Agreement, nor should this Agreement be construed, to delegate to the EDC any governmental decision-making authority, governmental responsibility or governmental function.

ARTICLE 22
Political Activity

The EDC shall not engage in political activities that promote or oppose a specific candidate.

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, and any other applicable provision of this Agreement, the County may terminate this Agreement for the EDC's non-performance of any provision of this Agreement, as solely determined by the County, upon no less than twenty-four (24) hours written notice to the EDC.

The County may also terminate this Agreement without cause upon thirty (30) days prior written notice to the EDC, which notice shall specify the effective date of such termination. In the event of such termination, the EDC shall not incur any new obligations after notification of the effective date of termination. The County shall pay the EDC for services rendered by the EDC prior to the effective date of termination. Any costs incurred by the EDC 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 County shall notify the EDC of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the EDC. The County shall be the final authority as to the availability of funds and how available funds will be allotted. The County shall pay the EDC for services incurred by the EDC prior to the effective date of termination. Any costs incurred by the EDC after the effective date of termination will not be reimbursed.

ARTICLE 26
Access to Records

"Legally Required Statement and Provisions Regarding Access to Records for Service Contracts"

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the EDC has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the EDC is acting on behalf of the County in any way or capacity whatsoever as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions in this Article 27 are otherwise applicable to the

EDC. Accordingly, it is the intent of the Parties that, for purposes of this Agreement, the EDC should not be construed to be a "contractor" as defined in Section 119.0701, Florida Statutes. As stated below, the EDC may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the EDC is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the EDC advice regarding its legal rights or obligations.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) (813) 273-3684 (telephone number),**
- ii) KimballL@hillsboroughcounty.org (email address),**
- iii) 601 E. Kennedy Blvd., 20th Floor, Tampa, FL 33602 (mailing address)**

The Parties acknowledge that under Section 119.0701, Florida Statutes, a "contractor," as defined in Section 119.0701(1)(a), Florida Statutes, must comply with public records law, specifically to:

- i) Keep and maintain public records required by the County to perform the service.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contract if the contractor does not transfer the records to the County.
- iv) Upon completion of the contract, transfer at no cost to the County, all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the EDC to comply with Chapter 119, Florida Statutes, and/or the provisions set forth

above, if applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

ARTICLE 27
Drug Free Workplace

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

ARTICLE 28
E-Verify Requirement

To comply with Executive Order 12989 (as amended), the State of Florida Executive Order No. 11-116 and Section 448.095(2), Fla. Stat., the Agency agrees to utilize the U.S. Department of Homeland Security's E-Verify System (<https://e-verify.uscis.gov/emp>) to verify the employment eligibility status of all new employees hired by the Agency during the term of the Agreement. If the Agency enters into a contract with a subcontractor for the services to be provided hereunder, the subcontractor must provide the Agency with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien, a copy of which affidavit(s) shall be maintained by the Agency for the duration of the Agreement or longer as provided in Article 5.

ARTICLE 29
Electronic Signatures Authorized

This Agreement and all documents associated herewith may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution No. R15-025 adopted on February 4, 2015.

ARTICLE 30
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. COUNTY:

Ms. Lindsey K. Kimball, CEcD, Director
Economic Development Department

To the following address for U.S. mail:
Post Office Box 1110
County Center – 20th Floor
Tampa, Florida 33601 - 1100

*Or to the following address for overnight
delivery service, certified mail or personal delivery:*

County Center – 20th Floor
Economic Development Department
601 E. Kennedy Boulevard
Tampa, Florida 33602

B. EDC:

Craig J. Richard
President and CEO
Bank of America Plaza
101 East Kennedy Blvd., Suite 1750
Tampa, FL 33602
Tel. (813) 518-2620
Email: crichard@tampaedc.com

copy to:

Ronald Christaldi
Shumaker, Loop & Kendrick, LLP
101 East Kennedy Boulevard
Suite 2800
Tampa, FL 33602
Tel. (813) 229-1660
Email: rchristaldi@schumaker.com

Any notice sent in accordance with this Article shall be deemed given three (3) calendar days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, overnight delivery service or personal delivery service. 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.

REST OF PAGE LEFT INTENTIONALLY BLANK

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

ATTEST: CINDY STUART
Clerk of Circuit Court



COUNTY: HILLSBOROUGH COUNTY,
FLORIDA

BY: M. Stuart
Deputy Clerk

BY: Patricia K.
Chair, Hillsborough County Board of
County Commissioners

Date: November 3, 2021

Approved as to form and legal sufficiency:

Jane M. Fagan
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 21-1253

EDC: TAMPA HILLSBOROUGH ECONOMIC
DEVELOPMENT CORPORATION

BY: [Signature]
Authorized Official

Craig Richard
(Printed Name of Signer)

President & CEO
(Title)

10-19-21
(Date)

ACKNOWLEDGMENT OF AGREEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online

notarization this 19th day of October, 2021, by Craig Richard / President & CEO
Name and Title of Officer or Agent

of Tampa Hillsborough
Economic Development Corp., a Florida corporation on behalf of the Corporation.
(Name of Corporation) (State of Incorporation)

He/she is personally known to me or has produced: _____
(Type of Identification)

Jennifer Nealy Wheat
Signature of Notary

Jennifer Nealy Wheat
Name of Notary Typed, Printed or Stamped

Title or Rank

Date



Jennifer Nealy Wheat
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG276419
Expires 11/13/2022

EXHIBIT A SCOPE OF SERVICES

EDC: Tampa Hillsborough Economic Development Corporation

PROGRAM: Economic Development Services

PRIMARY GOAL:

The EDC is the primary partner with Enterprise Florida, Inc. ("EFI") and the EDC works to market and promote the geographic region known as Hillsborough County to businesses, both attracting new businesses and retaining existing businesses. Its primary mission is to assist companies with creating jobs that pay above average wages and broaden the tax base by generating new, sustainable capital investment. The EDC focuses a significant amount of resources into specifically driving business investment into underserved areas of Hillsborough County. Its service area encompasses Hillsborough County and its three municipalities: Tampa, Plant City and Temple Terrace. The EDC works to complement the County in the County's own economic development efforts, and does not replace or supplant any government activity or function of the County. The EDC disclaims any responsibility or obligation to undertake any role or function of the County.

Part I. Scope of Services

On a fee for services basis, the EDC shall provide the Services to the County as described in this Exhibit A under the heading "Scope of Work", which includes measurable performance objectives and the additional services, meeting space and benefits provided for in this Part I.

The EDC shall perform all of the Services on private property, owned or leased by the EDC and shall not use governmental facilities in the performance of the Services hereunder.

The EDC shall also make available to the County similar sponsorship benefits it offers private sponsors as well as complimentary access to facilities, meetings, meeting space up to two (2) times each annual period during the Term (subject to availability) and events for up to five (5) County personnel.

The EDC shall semi-annually present to the BOCC during a regularly scheduled BOCC meeting, or more often if requested to do so by the BOCC, an update report which shall include updates on performance metrics, as jointly agreed upon, but to include:

- Number of announced future companies and jobs, and amount of announced future capital investment and distinguish between or highlight those which are international in origin.
- Source of leads and source of announced projects
- Status and accomplishments of the EDC's place-making initiatives

Additionally, the EDC will report on other business development activities including, but not limited to, international activities, familiarization tours, outbound sales missions, trade shows, etc. that it has either sponsored, performed or participated in during the reporting period.

The EDC will provide updated organizational documents and business/marketing plan(s) when requested by County staff.

PART II – Consideration

For its performance under this Agreement, the EDC will receive funds from the County, in arrears, upon receipt of an acceptable Request for Payment, an annual amount during the Term not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) for the Scope of Services specified herein. Payments for Services will be divided into Units of Service during the Term. A “Unit of Service” is defined as one quarter of a fiscal year.

- The Per Unit Rate under this Agreement for a Unit of Service is One Hundred Twelve Thousand Five Hundred Dollars (\$112,500), and
- The not to exceed total amount per annual period during the Term is Four Hundred Fifty Thousand Dollars (\$450,000).

Notwithstanding the foregoing, if the EDC fails to submit proper Request for Payment forms totaling \$450,000 for each annual period during the Term, any remaining portion thereof which the County has not paid to the EDC shall not be available for payment. Moreover, all funding under this Agreement is subject to availability and the amount may be reduced.

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

Tampa Hillsborough Economic Development Corporation
Scope of Work

INTRODUCTION

The principal Services to be provided by the EDC under this Agreement are for the EDC to be the County's designated economic development organization for managing corporate relocation, expansion and retention programs and to be the primary partner with EFI in order to create jobs that pay above average wages and broaden the tax base by generating new, sustainable capital investment.

OBJECTIVES

- For each annual period during the Term, announce 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;
- For each annual period during the Term, secure \$1.75 million in private funding (excludes in-kind support) to support the programs and initiatives of the EDC.

TACTICS

The tactics to be employed by the EDC to provide the Services described in this Agreement include the following:

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 EDC 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 us 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 if warranted
- Participate in international trade and foreign direct investment missions in partnership with Global Tampa Bay

Placemaking Strategy

- The EDC is developing and implementing a placemaking strategy that will drive catalytic projects into historically underserved areas of the city and Hillsborough County. These projects will enhance our community's competitiveness as a destination for business and talent and create vibrant communities where people want to live and work. Partner closely with the City on the development of its Opportunity Zone Prospectus
- Develop and market catalytic projects for investment and development
- Assess the feasibility and impacts of these catalytic projects on the community
- Work with community, business, academic, and government leaders to bring catalytic projects to completion

Direct Outreach

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

- Conduct targeted domestic recruitment trips to meet one-on-one with key business prospects
- Develop and implement a BRE survey that will gather important data
- Conduct one-on-one visits with existing local businesses, focusing on top employers, headquarter operations and those within target industry clusters
- Conduct one-on-one international counseling visits to discuss both FDI and trade opportunities with existing businesses
- Conduct various methods of outreach to site selectors and other lead sources

Conferences and Events

Industry conferences and events offer opportunities to showcase the community, promote EDC services and resources, and develop valuable relationships for future projects.

- Participate in economic development industry conferences, such as:
 - Site Selectors Guild
 - Area Development Forum
 - Consultants Roundtable, Expansion Management Roundtable
 - CoreNet
 - IAMC
 - International Economic Development Council
 - Florida Venture Forum
 - SIOR
 - Florida Economic Development Council
 - Select USA
- Participate in select target industry conferences, to possibly include:
 - Shared Services Conference
 - SOFIC and GEOINT
 - Florida Medical Manufacturers Consortium
 - BioFlorida
 - Port Tampa Bay Steel Conference
 - Other Targeted Industry Conferences if warranted

Community Outreach

Develop and participate in 2022 and 2023 Florida Economic Development Week and National Economic Development Week activities, which will include educational videos, social media campaigns, legislator outreach, 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 skilled talent to Hillsborough County and retain more local 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 distribute Tampa Bay Market Reports to site selectors, corporate executives and commercial real estate professionals when important news occurs
- 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 the EDC's editorial presence is a major factor in creating positive brand awareness, both for the community and for our organization. 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 social media campaign for Make it Tampa Bay to continue 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 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 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 campaigns.

EXHIBIT B METHOD OF PAYMENT

EDC: Tampa Hillsborough Economic Development Corporation

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 County Administrator. In no event, however, shall payments to the EDC exceed \$450,000 annually during the Term for the Program. However, all funding under this Agreement is subject to availability and the amounts may be reduced. The County shall be the final authority as to the availability of funds and how available funds will be allotted. A current certificate of insurance meeting County requirements is required before payment for any services under this Agreement.

Payment requests may be submitted on a quarterly basis with proper backup. Payment requests shall not be submitted for a period less than one month. If the County determines, through its inspection or review, that the EDC has performed, or is performing less than the total agreed upon Services, payments to the EDC shall be subject to a pro-rata reduction. Performance for the Program will be measured by Units of Service as described in Exhibit A. Payments shall be made within fifteen (15) business days after approval of such requests by the County.

The County'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 September 20th of each year during the Term to allow closeout of the County's Fiscal Year; provided, that some of the year-end supporting documentation to be submitted with the County fiscal year-end invoice may be submitted by the end of October.

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

Each quarter during the Term ("Quarter"), the EDC 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. Such statements will include EDC's operating activity and fund balance in sufficient detail to note all private and public funding sources, including for-profit and non-profit funding sources. Public funding sources are defined as all local, state and federal governmental entities and agencies, including public educational institutions, port authorities, aviation authorities, transportation agencies, planning boards, workforce boards and any and all similar public entities. Each performance report chart should be supplemented by documentation supporting reported accomplishments and copy(s) of any periodic reports to the BOCC and to the Board of Directors of the EDC.

With each Performance Report, the EDC 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 annual period during the Term. Within 45 days of the end of each such annual period, the EDC will provide an annual report that details major accomplishment. Performance reporting should identify the status of each bid/incentive proposal and whether the County was selected.

EXHIBIT C
REQUEST FOR PAYMENT FORM
HILLSBOROUGH COUNTY ECONOMIC DEVELOPMENT DEPARTMENT
P.O. BOX 1110, TAMPA, FLORIDA 33601
(813) 273-3719

EDC: Tampa Hillsborough Economic Development Corporation
PROGRAM: Economic Development Services

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

FINANCIAL STATUS REPORT

BUDGET CATEGORIES	TOTAL ANNUAL APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
Economic Development Services Program @ \$112,500 per quarter	Up to \$450,000 Annually during the Term			
TOTAL	Up to \$450,000*			

*Up to \$450,000 each annual period during the Term,

I certify that the service covered by this request have been provided to the County 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 EDC Signature Title Date

FOR COUNTY USE ONLY

ACCT CODE 00004.165011.582990.5520 Supplier #: 1023335
P. O. # _____ APPROVED: _____

I verify that Hillsborough County (based upon certification of EDC Official) has received the goods and/or services.

<u>TYPE OF REVIEW</u>	<u>APPROVED</u>	<u>DATE</u>
FISCAL	_____	_____
PROGRAMMATIC	_____	_____

Lindsey Kimball, Director, Economic Development

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

EXHIBIT D
PERFORMANCE REPORT

EDC: Tampa Hillsborough Economic Development Corporation

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)

<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>
Economic Development Services Program (Four quarters)	<u>4</u>	_____	_____	_____

IV. OTHER COMMENTS:

SUPPORTING ATTACHMENTS: See Exhibit A, Scope of Services, 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 EDC'S ACTIVITIES FOR THE SERVICES PROVIDED. USE ADDITIONAL PAGES ONLY IF NECESSARY/REQUIRED.

EDC: Provide name of EDC 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 County 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 EDC, etc. General information to assist in understanding the services provided may be included.

With each Performance Report, See Exhibit A, Scope of Services, 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
HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE

EDC: Tampa Hillsborough Economic Development Corporation

PROGRAM: Economic Development Services

EDC CIVIL RIGHTS STATUS

The EDC is requested to carefully review the following questions and provide responses as it relates to the EDC's own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of the EDC's Affirmative Action Plan or Program (If not submitted within the past twelve (12) months). provided below
2. Workforce Analysis by race/sex and Equal Employment Opportunity ("EEO") category.
see pages E-2 & E-3 below
3. If the EDC receives federal/state/local funding, please list source and dollar amount.
Hillsborough County: \$450,000/year City of Tampa: \$538,000/year
4. Name of person designated as EEO representative.
Nealy Wheat
5. Is the EDC receptive to on-site reviews?
Yes
6. Does the EDC have a procedure for resolving discrimination complaints?
Yes
7. Has the EDC been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
No
8. Does the EDC anticipate hiring additional staff to perform this agreement? If yes, please provide the number of positions and type of positions.
No
9. Please provide a copy of the EDC's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past 12 months). provided below

*A written Affirmative Action Plan or Program is required if the EDC has 15 or more employees. If the EDC has fewer than 15 employees, then an Affirmative Action Policy Statement is required.

EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

EDC: Tampa Hillsborough Economic Development Corporation

JOB CATEGORY*	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEM	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
OFFICIALS and MANAGERS	3	2	2	1				2				
PROFESSIONALS	3	3	2	1				3				
TECHNICIANS												
SALES WORKERS												
OFFICE and CLERICAL		2						1		1		
CRAFTSMAN (SKILLED)												
OPERATIVES (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												
TOTAL												
	6	7	4	2				6		1		

*JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.

(DO NOT LEAVE THIS PAGE BLANK)

HISP: HISPANIC
API: ASIAN/PACIFIC ISLANDER
AI: AMERICAN INDIAN

(REV) BID/EEO/G

EXHIBIT E (continued)

The EDC's failure to complete the requirements of these pages may result in the termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

The undersigned EDC, by the signature of its corporate officer below represents that the foregoing information is true and correct. The undersigned EDC by the signature of its corporate officer below provides assurance to Hillsborough County of its compliance with Federal, State and County Affirmative Action and Equal Opportunity requirements. The undersigned EDC further assures that it and its subcontractors' facilities are accessible to persons with disabilities.

IN WITNESS WHEREOF, this Equal Employment Opportunity Questionnaire is hereby signed as of the date indicated below.

ATTEST:

Monica Bowens

WITNESS

Maelys Wheat

WITNESS

Craig Richard

PRINTED NAME OF EDC

BY

C. R. L.
SIGNATURE OF AUTHORIZED
REPRESENTATIVE

10.19.21

DATE SIGNED



Equal Employment Opportunity Statement & Non-Harassment Policy

Equal Opportunity Statement

TBEDC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), gender identity, marital status, sexual orientation, race, color, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, citizenship status, or any other status protected by federal, state, or local laws. TBEDC is dedicated to the fulfillment of this policy regarding all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination and all other terms conditions and privileges of employment.

TBEDC will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy. To the extent possible, we will maintain the confidentiality of those who report suspected or alleged violations. TBEDC will take appropriate corrective action, if and where warranted. TBEDC prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

TBEDC will reasonably accommodate individuals who require an accommodation to perform the essential functions of their position due to disability, religious belief, pregnancy, or any other reason required by applicable federal, state, or local law. If you believe you require an accommodation, you must submit your request, in writing, to the CFO.

Questions regarding equal employment opportunity should be discussed with your supervisor or the CFO.

Policy Against Workplace Harassment

TBEDC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated. All TBEDC employees should report any and all incidents of workplace harassment in the workplace, regardless of who the harasser may be.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties, or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), gender identity, marital status, sexual orientation, race, color, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, citizenship status or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, you must immediately notify the CFO or President & CEO in writing. Please do not assume that TBEDC is

aware of the situation. Any supervisor or manager who becomes aware of discrimination or harassment must promptly advise the CFO or President & CEO in writing. TBEDC prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

TBEDC will promptly and thoroughly investigate any claim and take appropriate action. To the extent possible, we will maintain the confidentiality of those who report suspected or alleged violations of the harassment policy. Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the TBEDC determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, TBEDC may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped.

In all cases, TBEDC will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation. If you feel that you have witnessed or have been subjected to any form of retaliation, you must immediately notify the CFO or President & CEO in writing. Retaliation will not be tolerated and may result in disciplinary action up to and including termination.

Whistleblower Policy

The Whistleblower Policy is intended to encourage and enable TBEDC employees and volunteers to raise serious concerns within TBEDC prior to seeking resolution outside the organization. TBEDC Board of Directors members (directors), officers, and employees need to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

Reporting Responsibility

It is the responsibility of all directors, officers, and employees to comply with TBEDC policies and all applicable laws and regulations, and report violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No director, officer, or employee who in good faith reports a suspected violation shall suffer harassment, retaliation, or adverse employment consequence based on the reporting of such a violation. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Reporting Violations

Employees: TBEDC has an open-door policy and encourages employees to share their questions, concerns, suggestions, or complaints in writing with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with their supervisor or they are not satisfied with their supervisor's response, employees are encouraged to speak with the TBEDC CFO or the Board Chair. If an employee is not comfortable speaking with the Board Chair, they are encouraged to speak with the Board Vice Chair, or another board member they are comfortable approaching.

Employee grievances should be submitted via the Ethics Hotline using one of the following:

- Toll-Free Telephone: USA and Canada: (877) 472-2110
- Website: <https://www.lighthouse-services.com/tampaedc>
- E-mail: reports@lighthouse-services.com (must include company name)
- Fax: (215) 689-3885 (must include company name)

Board Members: Members of the Board of Directors are required to report suspected violations of TBEDC policies or relevant laws and regulations to the TBEDC CFO or the Board Chair. If an individual is not comfortable speaking with the Board Chair, they are encouraged to speak with the Board Vice Chair, or another board member they are comfortable approaching.

Compliance Officer

The CFO, other executive or other board member receiving a complaint or allegation, is responsible for investigating and resolving all reported concerns and, at his/her discretion, shall advise the President & CEO and/or the Finance & Audit Committee Chair. The CFO will report compliance activity to the Finance & Audit Committee at least annually.

Accounting and Auditing Matters

The Finance & Audit Committee shall address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The CFO shall immediately notify the Finance & Audit Committee of any such complaint and work with the committee until the matter is resolved. The TBEDC Board Secretary/Treasurer serves as a member of the Finance & Audit Committee.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing there is indication of a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible that is consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The CFO, or other board member contacted, has responsibility to investigate all reported suspected violations. The person receiving the report will notify the sender within five business days that the report of suspected violation has been received. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

Should TBEDC employees or board members feel that the process to report and/or investigate Code violations is inadequate, individuals can contact the Florida Office of the Attorney General.

Americans with Disabilities Act Statement

TBEDC is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is TBEDC's policy not to discriminate against any qualified employee or applicant regarding

any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job with or without reasonable accommodation. Consistent with this policy of nondiscrimination, the TBEDC will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made TBEDC aware of his or her need for an accommodation, provided that such accommodation does not constitute an undue hardship on the TBEDC.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the CFO and submit their request in writing. The TBEDC encourages individuals with disabilities to come forward and request reasonable accommodation.

Procedure for Requesting an Accommodation

Upon receipt of an accommodation request, the CFO will work with the Employee to determine whether the TBEDC can provide a reasonable accommodation that allows the employee to perform the essential functions of his or her position, unless doing so would create an undue hardship on the TBEDC. This process is called the "interactive process." The TBEDC may request medical documentation in connection with the employee's request for accommodation.

The TBEDC will evaluate the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, period of time the accommodation will be required, outside funding, TBEDC's overall financial resources and organization, and the accommodation's impact on the operation of the TBEDC, including its impact on the ability of other employees to perform their duties and on TBEDC's ability to conduct business.

TBEDC will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, the employee will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request.

The ADA does not require the TBEDC to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the CFO. All such inquiries or complaints will be treated as confidential consistent with the need to conduct an adequate investigation.



Craig Richard, President & CEO

10-19-21
Date