AN AGREEMENT BETWEEN HILLSBOROUGH COUNTY, FLORIDA AND

TAMPA HILLSBOROUGH ECONOMIC DEVELOPMENT CORPORATION, DBA THE TAMPA BAY ECONOMIC DEVELOPMENT COUNCIL

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of November 2024, 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 advance a diversified local economy that is beneficial to all by attracting, expanding and retaining quality employers, a talented workforce and 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, 2024, until September 30, 2025 (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 attached hereto in Exhibit E and incorporated herein.

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 <u>Assignment</u>

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) 273-3719 (telephone number),
- ii) PetrovicJ@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 Restriction on Funding for Identification

Pursuant to Section 125.0156, Florida Statutes, Grantee is prohibited from using any funds paid by the COUNTY under this Agreement to provide funds to any person, entity, or organization to issue or secure identification documents to or for any individual who does not provide proof of lawful presence in the United States.

ARTICLE 31 Prohibition Against Economic Incentives To Foreign Countries of Concern

Pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Agency is required to provide an executed affidavit (in the form attached hereto as Exhibit F) signed under penalty of perjury verifying that the Agency is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the County is prohibited from contracting with under Florida law.

ARTICLE 32 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:

Jaksa Petrovic, 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 2000
Tampa, FL 33602
(813) 518-2620
crichard@tampabayedc.com

copy to:

Gary L. Sasso President & CEO, Carlton Fields 4221 W. Boy Scout Blvd. Suite 1000 Tampa, Florida 33607-5780 813-229-4256 gsasso@carltonfields.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.

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: Deputy Clerk	BY: Chair, Hillsborough County Board of County Commissioners
	Date: 11/13/2024
Approved as to form and legal sufficiency: gane M. Fagan	
Senior Assistant County Attorney	
	EDC: TAMPA HILLSBOROUGH ECONOMIC DEVELOPMENT CORPORATION
BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY FLORIDA DOCEMENT NO. 24-1090	BY: Authorized Official
	_Craig Richard(Printed Name of Signer)
	_President and CEO (Title)
	_10/29/2024 (Date)

ACKNOWLEDGMENT OF AGREEMENT

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before m	
notarization this <u>29th</u> day of <u>October</u>	Name and Title of Officer or Agent
of Tanpa Hillsborough Economic a Florio (Name of Corporation) (State of Inco	corporation on behalf of the Corporation.
He/she is personally known to me or has produced:	Personally known (Type of Identification)
Signature of Notary	
Name of Notary Typed, Printed or Stamped CFO	Notary Public State of Florida Kacie Blucher My Commission HH 393949 Expires 8/20/2027
Title or Rank	

EXHIBIT A SCOPE OF SERVICES

EDC: Tampa Hillsborough Economic Development Corporation

PROGRAM: Economic Development Services

PRIMARY GOAL:

The EDC is the primary partner with the Department of Commerce in Florida 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 during the Term (subject to availability) and events for up to ten (10) 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.

SCOPE OF WORK

Tampa Hillsborough Economic Development Corporation

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 the Department of Commerce in Florida in order to create jobs that pay above average wages and broaden the tax base by generating new, sustainable capital investment.

1. ECONOMIC DEVELOPMENT SERVICES

Up to \$450,000

Objectives

- During the Term, announce twenty-two (22) corporate expansion or new to market business
 openings within the EDC's targeted industries and report the number of jobs, capital
 investment, and average wage when available.
- 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 the Department of Commerce in Florida or similar agency, not only mitigates the overall expense, but it also helps us leverage the brand power of both the state and the region.

- Participate in domestic outbound missions
- Participate in international outbound missions
- 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 projects in Opportunity Zones
- 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 program that will gather important business intelligence 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:
 - o Site Selectors Guild
 - Area Development Forum
 - o Consultants Roundtable, Expansion Management Roundtable
 - CoreNet
 - o IAMC
 - o International Economic Development Council
 - Florida Venture Forum
 - o SIOR
 - o Florida Economic Development Council
 - Select USA
 - o Economix
- Participate in select target industry conferences, to possibly include:
 - Shared Services Conference
 - SOFIC and GEOINT
 - o Florida Medical Manufacturers Consortium
 - o BioFlorida
 - Port Tampa Bay Steel Conference
 - Other Targeted Industry Conferences if warranted

Community Outreach

Develop and participate in the 2024 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

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 produce custom data reports quickly and efficiently
 - CHMURA Economics & Analytics
 - o Hoovers business profile database
 - o Costar real estate search tool
 - o ESRI
 - o GIS Web Tech
 - MetroComp
- 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
 - o Local Business Services guide
 - Workforce Services guide
 - Recruitment brochure
 - Investor development brochure
 - o International Business Guide
 - o Industry Overview brochures
 - o Custom Research Reports

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.

• Produce LinkedIn ad campaigns to Target Industry and Strategic Growth Area companies

- and talent
- Leverage in-kind trade opportunities with EDC investors 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.

2. ADDITIONAL LEAD GENERATION

Up to \$100,000

Objectives

• During the Term, generate over 100,000 impressions through multiple marketing campaigns that provide potential leads for Business Retention and Expansion (BR&E) efforts.

Tactics

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

Marketing Toolbox

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

- Invest in additional research tools to produce custom data reports quickly and efficiently
 - o Gazelle A.I. − a business intelligence platform that ranks fast-growing, highpotential companies using a wide variety of data sets and a proprietary software to easily identify companies that are looking to expand or relocate their business
 - Lead Forensics a business-to-business sales and marketing SaaS (Software as a Service) product that identifies businesses
- Upgrade existing research tools to produce custom data reports quickly and efficiently
 - o CHMURA Economics & Analytics
 - MetroComp

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.

 Produce additional LinkedIn ad campaigns to Target Industry and Strategic Growth Area companies and talent

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, during the Term not to exceed Five Hundred Fifty Thousand Dollars (\$550,000) 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 Economic Development Services Unit of Service is One Hundred Twelve Thousand Five Hundred Dollars (\$112,500), and
- The Per Unit Rate under this Agreement for Additional Lead Generation Services Unit of Service is Twenty-Five Thousand Dollars (\$25,000), and
- The not to exceed total amount during the Term is Five Hundred Fifty Thousand Dollars (\$550,000).

Notwithstanding the foregoing, if the EDC fails to submit proper Request for Payment forms totaling \$550,000 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.

Agency will attend a minimum of two quarterly Hillsborough County Disaster Information meetings to be held at the PSOC to discuss information distribution and to contribute to unified messaging to the businesses in Hillsborough County. Failure to attend can result in invoice payment delay and/or contract termination.

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 \$550,000 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 the Term. Within 45 days of the end of the Term, 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 Hillsb PROGRAM: Economic De	orough Economic Dev	velopment Corp	oration		
PROGRAM. Economic De	veropment Services				
REQUEST NUMBER:	MONTH:		AMOUNT: \$_		
FINANCIAL STATUS RE	PORT				
	TOTAL	EXPENDITURES			
BUDGET CATEGORIES	The second secon	CURRENT REQUEST	YTD REQUESTS	REMAINING BALANCE	
Economic Development Service Program at \$112,500 per quart					
Additional Lead Generation Program at \$25,000 per quarter	\$100,000				
TOTAL	\$550,000				
Authorized EDC Signature	Title		Date	Date	
	FOR COUNTY	USE ONLY			
ACCT CODE:	S	SUPPLIER: 1023	335		
P. O. #	APPROVE	D:			
I verify that Hillsborough Count services.	y (based upon certification	on of EDC Officia	al) has received the	goods and/or	
TYPE OF REVIEW	APPR	OVED		DATE	
FISCAL					
PROGRAMMATIC					

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

DIRECTOR

EXHIBIT D PERFORMANCE REPORT

ι	Jnits of Service Provided	Program Goal	Report Period	Year to Date	% of Goal Completed
III.		RT ON PROVISIO riod and year-to-d	ON OF SERVICES ate)	i:	
II.	PROBLEMS:				
I.	ACCOMPLISHM	MENTS:			
PERO	CENTAGE OF AGE	REEMENT COMF	PLETED		
REPO	ORT PERIOD:		_THROUGH		
PRO	GRAM: Economic	•	vices	Corporation	

IV. OTHER COMMENTS:

4

Economic Development Services Program

(Four Quarters)

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 SERVICED 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. <u>Status Report on Provision of Services, Goals and Objectives (Report period and year-to-date)</u>

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

<u>EQUAL EMPLOYMENT OPPORTUNITY</u> APPLICABLE STATUTES, ORDERS AND REGULATIONS*

HILLSBOROUGH COUNTY, FL

- -Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, 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.
- -Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- -Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- -Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- InterAgency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100 5.605
- Executive Order 13673, Fair Pay and Safe Workplaces.
- *The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time or added to (newly promulgated) from time-to-time, during the term of this contract.

EXHIBIT E (continued)

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

- (1) The AGENCY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The AGENCY will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the AGENCY'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the AGENCY'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The AGENCY will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F AFFIDAVIT OF COMPLIANCE

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Craig Richard, and having first made due oath or affirmation, states: (Full Name)
1. My name is <u>Craig Richard</u> (Full Name)
2. I am the <u>President and CEO</u> of <u>Tampa Bay EDC</u> (Job Title) (Company Name)
3. The Company was formed in USA FL and is a 501c 6 (Country and State) (Type of Entity (i.e., LLC., Inc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not: a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.
The foregoing instrument was acknowledged before me thisday of October2024 byCraigRichard (Name of Affiant) Personally knownX OR Produced Identification
Type of Identification Provided PRINT TYPE OR STAMP NAME OF NOTARY