

**TAMPA BAY TRADE & PROTOCOL COUNCIL SERVICES
AGREEMENT BY AND AMONG
HILLSBOROUGH COUNTY, FLORIDA, THE CITY OF TAMPA, THE HILLSBOROUGH
COUNTY AVIATION AUTHORITY, THE TAMPA BAY CONVENTION & VISITORS
BUREAU, INC., THE UNIVERSITY OF SOUTH FLORIDA, THE UNIVERSITY OF TAMPA
AND
THE GREATER TAMPA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of _____, 2016 (the “Effective Date”), by and among Hillsborough County, a political subdivision of the State of Florida (the “County”), the City of Tampa, a municipal corporation of the State of Florida (the “City”), the Hillsborough County Aviation Authority, a body politic and body corporate (the “Aviation Authority”), the Tampa Bay Convention & Visitors Bureau, Inc., a Florida nonprofit corporation (the “CVB”), the University of South Florida Board of Trustees, a public body corporate (“USF”), the University of Tampa, a private educational not-for-profit 501(c)(3) corporation (“UT”) and the Greater Tampa Chamber of Commerce, Inc., a private not-for-profit 501(c)(6) corporation existing under the laws of the State of Florida (the “Agency”). The foregoing entities individually are sometimes referred to as a “Party” or collectively as the “Parties.” The County, the City, the Aviation Authority, the CVB, USF and UT are sometimes individually referred to as a “Principal Organization” or collectively as the “Principal Organizations.”

RECITALS

WHEREAS, recognizing that increased international business, education and tourism support Hillsborough County's economic development, generate international air service at Tampa International Airport, generate educational initiatives such as the Generational Study Abroad Program for the University of Tampa and the University of South Florida, and create additional opportunities for Hillsborough County residents and businesses, the Parties desire to continue to fund and support the operation of the Tampa Bay Trade & Protocol Council (the “Council”), and the Agency is desirous of continuing to provide administrative and fiscal support to the Council.

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 Agency shall provide the services described in Exhibit A, Scope of Service, attached hereto and incorporated herein by reference.

ARTICLE 3
Term of Agreement

This Agreement shall be effective as of the Effective Date and shall cover services provided from October 1, 2016, until September 30, 2019 (the "Term"), unless sooner terminated in accordance with this Agreement.

ARTICLE 4
Consideration and Payment

For its performance under this Agreement, the Agency shall receive on an annual basis during the Term the monetary amounts and in-kind support as set forth in Exhibit B as full compensation for all work done and materials furnished, unless otherwise authorized by the Principal Organizations in a written modification to this Agreement.

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

ARTICLE 5
Maintenance and Review of Records

The Agency and any of its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including, but not limited to, property, personnel and financial records, and supporting documentation which shall enable ready identification of the Agency's cost of goods and use of funds for a period of six (6) years from the date of final payment to the Agency, or its subcontractors, as applicable, under this Agreement or the termination of this Agreement, whichever occurs later (such six-year period is hereinafter referred to as the "Audit Period"). The Principal Organizations and their authorized agents shall have the right, and the Agency, and its subcontractors, as applicable, will permit the Principal Organizations and their authorized agents, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including, but not limited to, personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to the Principal Organizations and their authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the Principal Organizations may deem necessary during the Audit Period. The Principal Organizations' right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether Federal, state or local. The Agency shall insure that any such subcontractor shall recognize the Principal Organizations' right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the Agency under this Agreement. If an audit is begun by any of the Principal Organizations' or other agency, whether local, state or Federal, 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 Reports

The Agency shall submit to the Principal Organizations within one hundred eighty (180) days after the end of each of the Agency's fiscal years during the Term, and otherwise upon request by any of the Principal Organizations, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP). If the Agency fails to provide its audited financial statements within the 120 day time period referenced above, then, the Agency shall be in default hereunder. Notwithstanding the foregoing, the Principal Organizations may grant the Agency an extension of the 120 day time period to provide its audited financials, but such extension shall be solely at the Principal Organizations' discretion.

ARTICLE 7
Indemnification

The Agency shall indemnify, hold harmless, and defend the Principal Organizations and their respective agents, officers and employees (all of the foregoing shall hereinafter collectively be referred to as the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees at the trial and all appellate levels, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Agency, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Agency, any subcontractor, heir, assign, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Agency or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Nothing herein shall be construed to extend any Principal Organization's liability beyond that provided for in Sections 768.28 or 1001.72(5), Florida Statutes. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 8
Equal Employment Opportunity; Non-Discrimination

The Agency shall 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 Agency 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.

At the time of execution of this Agreement by the Agency, the Agency shall submit the information required by the Equal Employment Opportunity Affirmative Action Requirements set forth in Exhibit E, attached hereto and incorporated herein by reference.

ARTICLE 9
Insurance

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

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

ARTICLE 10
Conflict of Interest

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

The Agency warrants to the Principal Organizations that no gifts or gratuities have been or will be given to any employee or agent of any Principal Organization, either directly or indirectly, in order to obtain this Agreement.

ARTICLE 11
Governing Laws; Venue

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

ARTICLE 12
Public Entity Crimes

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

ARTICLE 13
Compliance With Applicable Laws

The Agency shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including but not limited to, the Health Insurance Portability and Accountability Act (42 USC §1320d) and the regulations promulgated thereunder.

ARTICLE 14
Assignment

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

ARTICLE 15
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 16
Waiver

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

ARTICLE 17
Additional Rights and Remedies

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

ARTICLE 18
Order of Precedence

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

ARTICLE 19
Severability

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

ARTICLE 20
Survivability

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

ARTICLE 21
Project Publicity

Any news release or other type of publicity pertaining to the services performed by the Agency pursuant to this Agreement must recognize the contribution of each of the Principal Organizations. The Agency, being a not-for-profit corporation receiving public funding or non-monetary in-kind contributions through the Principal Organizations, shall recognize the Principal Organizations for their contributions in all promotional materials and at any event or workshop for which such funds or contributions are allocated. Any news release or other type of publicity must identify the Principal Organizations as a funding and/or contribution source. In written materials, the reference to the Principal Organizations must appear in the same size letters and font type as the name of any other funding or contribution sources. Any news release or other type of publicity will be planned in cooperation with each Principal Organization for purposes of conducting each Principal Organization's official protocol and public recognition. The Agency must obtain advance approval from each Principal Organization whose name/logo is to be used by the Agency in any printed materials. Prior notification to the Principal Organizations for such events and/or approvals will be no less than 15 working days whenever possible, and potential prospects will be made aware of each Principal Organization's publicity protocol before final inducement with any incentive packages or contributions.

ARTICLE 22
Third Party Beneficiaries/Independent Contractor

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

ARTICLE 23
Political Activity

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

ARTICLE 24
Modifications

This writing embodies the entire agreement and understanding between the Parties 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 each of the Parties expressly for that purpose.

ARTICLE 25
Termination of Agreement

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

Any Principal Organization also may terminate this Agreement without cause upon ninety (90) days prior written notice to the Parties.

ARTICLE 26
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, any Principal Organization(s) providing funding under this Agreement shall notify the other Parties of such occurrence, and such Principal Organization(s) may terminate this Agreement, without penalty or expense thereto, upon no less than twenty-four (24) hours written notice to the other Parties. The Principal Organization(s) so terminating this Agreement shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by Federal or state dollars which are reduced or become unavailable, the affected Principal Organization(s) shall notify the other Parties of such occurrence and such Principal Organization(s) may terminate this Agreement, without penalty or expense thereto, upon no less than twenty-four (24) hours written notice to the other Parties.

ARTICLE 27
Legally Required Statement and Provisions Regarding Access to Records for Services 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 Agency has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Agency is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Agency. As stated below, the Agency may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Agency is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Agency 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)**

If under this Agreement, the Agency is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Agency will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services being performed by the Agency.
- 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 at authorized by law for the duration of the Term and following completion of this Agreement if the Agency does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the Agency or keep and maintain public records required by the County to perform the service being performed by the Agency. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency 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 Agency to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

ARTICLE 28
Drug Free Workplace

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

ARTICLE 29
Notice

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

COUNTY:

Ms. Lindsey Kimball, 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 certified, overnight delivery service or personal delivery:

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

CITY OF TAMPA

Mayor Bob Buckhorn
City of Tampa
306 E. Jackson Street
Tampa, Florida 33602

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Robert I. Watkins, Chairman
Hillsborough County Aviation Authority
P.O. Box 22287
Tampa, Florida 33622

TAMPA BAY CONVENTION & VISITORS BUREAU, INC. (a.k.a. Visit Tampa Bay)

Santiago Corrada
President/CEO
Tampa Bay Convention and Visitors Bureau, Inc.
401 E. Jackson Street, Suite 2100
Tampa, Florida 33602-5803

UNIVERSITY OF SOUTH FLORIDA

President Judy Genshaft
University of South Florida
Office of the President
4202 E. Fowler Avenue, CGS 401
Tampa, Florida 33620

UNIVERSITY OF TAMPA

President Ron Vaughn
University of Tampa
401 W Kennedy Boulevard
Tampa, Florida 33606

AGENCY

Bob Rohrlack, President/CEO
Greater Tampa Chamber of Commerce, Inc.
201 N. Franklin Street, Suite 201
Tampa, Florida 33602
Tel.: (813) 276-9401
Email: brohrlack@tampachamber.com
www.tampachamber.com/

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

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

ATTEST: PAT FRANK
Clerk of Circuit Court

HILLSBOROUGH COUNTY,
FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

Date: _____

Approved as to form and legal sufficiency:

Assistant County Attorney

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ATTEST:

CITY OF TAMPA

BY: _____
City Clerk

BY: _____
Mayor

(Date)

Approved as to form and legal sufficiency: _____
Assistant City Attorney

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ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

BY: _____

BY: _____
Authorized Official

(Date)

Approved as to form and legal sufficiency:


Asst. General Counsel

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ATTEST: TAMPA BAY CONVENTION & VISITORS
BUREAU, INC.

BY: _____ BY: _____
Authorized Official

(Date)

ACKNOWLEDGEMENT OF AGREEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day

of _____ by _____

Name and Title of Officer or Agent

of _____, a _____ corporation
(Name of Corporation) (State of Incorporation)

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

(Type of Identification)

Signature of Notary

Name of Notary Typed, Printed or Stamped

Title or Rank Serial Number, If Any

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ATTEST:

UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

BY: _____

BY: _____
Authorized Official

(Date)

Approved as to form and legal sufficiency:

Attorney, USF

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ATTEST:

UNIVERSITY OF TAMPA

BY: _____

BY: _____
Authorized Official

(Printed Name of Signer)

(Title)

(Date)

Approved as to form and legal sufficiency:

General Counsel

AGENCY: GREATER TAMPA CHAMBER OF
COMMERCE, INC.

BY: _____
Authorized Official

(Printed Name of Signer)

(Title)

(Date)

ACKNOWLEDGEMENT OF AGREEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day

of _____ by _____
Name and Title of Officer or Agent

of _____, a _____ corporation
(Name of Corporation) (State of Incorporation)

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

(Type of Identification)

Signature of Notary

Name of Notary Typed, Printed or Stamped

Title or Rank

Serial Number, If Any

EXHIBIT A SCOPE OF SERVICE

AGENCY: Greater Tampa Chamber of Commerce, Inc.

PROGRAM: Tampa Bay Trade & Protocol Council Services

PRIMARY GOAL: The Agency is charged with operating the Council for domestic and foreign dignitaries, missions inbound and outbound for County officials and the Mayor of the City and developing international trade initiatives and resources for the Tampa/Hillsborough County area.

PART I – Scope of Services

The Agency is the lead office in conducting advanced planning for designated visits and ensuring that such visitors receive the appropriate reception, hosting, accommodations, transportation and amenities; ensuring that visitors meet with all the appropriate contacts, including the Participating Organizations; leveraging resources and making use of information available from other international organizations having an interest in protocol; coordinating matters of protocol for outbound trips involving all Principal Organization members and other budgeted protocol activities as directed by the Council board. On a fee for service reimbursement basis, the Agency shall provide the following activities:

The Aviation Authority and the Agency – Based upon analysis of demonstrated existing business and leisure traffic and global airline strategies, the Agency will assist as new routes are introduced to Tampa International Airport.

To support each of these key markets, the Agency provides the following:

- A. Annual Report (September 30) – identifies Chamber Member Companies with existing or potential trade ties to the above individual targeted markets;
- B. Comprehensive Report – Interview the top five (5) Chamber Member Companies with the strongest business links to each target market, including the specific business link to the target market, volume of travel generated by the company and what is the industry and their plan to grow the market;
- C. Coordinate one (1) annual meeting between Tampa International Airport and the Consul Generals for each target market country to exchange the latest information on the community's efforts to attract flights and identify opportunities for business and cultural engagement that support all of the Council members.
- D. Plan and support one (1) cultural awareness event annually for each target market country to raise community awareness of existing links to the country and to engage potential additional supporters for all new flights and the needs of the Council members.

Other Trade -- Regional Activity – Work with the Tampa Bay Export Alliance on Phase II of Export and Foreign Direct Investment Strategy.

Tampa Bay Consular Corps – Conduct six (6) visits per year with an Honorary or Consul General or other dignitaries to promote Tampa Bay.

Sister Cities – Update during the Term at least one (1) existing “Sister Cities” to include stronger relationships and/or recruit one (1) new sister city as appropriate when recruiting and retaining arts and culture, tourism or industry sectors to the region.

Bi-Nationals – Work with the Presidents of Bi-Nationals Chambers of Commerce to increase their support and number of Bi-Nationals that complement the Consular Corps and Sister Cities and Tampa Bay business community.

Website –Continue to update and enhance through research and suggestions from community partners.

Education – Continue to work with UT and USF on initiatives such as the Generational Study Abroad Program with the International Institute of Education and strategize with the County on USF’s strategic plan for innovation and technology from a global perspective.

Other Initiatives – Plan and implement one (1) inbound mission annually to boost business, education, tourism, and cultural exchange in Hillsborough County.

Missions – Plan and implement one (1) benchmarking mission every 18 months with the Greater Tampa Chamber of Commerce and support Tampa Bay Export Alliance missions where the Mayor of the City and County Commissioners are invited on an annual basis.

PART II – Total Consideration

For the services provided, the Agency will receive funds on a reimbursement basis and in-kind contributions from the Principal Organizations, in the not to exceed annual amounts provided for in Exhibit B. The payments of monetary consideration are based on the pro-rating of expenses to Tier 1 (County and City) and Tier 2 (Aviation Authority), as outlined in Exhibit B. Notwithstanding the foregoing, if the Agency fails to submit proper Request for Payment forms totaling the annual monetary consideration amounts provided for in Exhibit B, any remaining portions thereof will be retained by the respective Principal Organization.

Moreover, all funding under this Agreement is subject to availability and the amount may be reduced. The Agency shall maintain the necessary backup information to document the delivery of the services. With each Performance Report, the Agency will provide details on the trade and protocol services conducted and the promotional efforts identified in the agreed Scope of Services.

A Program Performance Report is to be submitted with the Request for Payment at the end of each quarter of each annual period during the Term (“Quarter”), with the Final Report due within 10 days after the end of each annual period during the Term. Each Quarter, the Agency shall furnish each Principal Organization an accounting of the use of these funds for all expenses. Each Program Performance Report should outline these efforts and quantify the results for the reporting period and from the commencement of the Term referencing its detailed annual scope of services with measurable performance objectives. In each Quarter, the Agency shall provide a Custom Transaction Detail Report for that Quarter and from the commencement of the Term, a summary Profit and Loss (P/L) for that Quarter that identifies the line items allocated to the Principal Organizations with a final P/L for each annual period during the Term, a summary or chart of accomplishments in each Quarter and from the commencement of the Term. Each quarterly performance report chart should be supplemented by a copy(s) of any periodic reports to the Principal Organizations of the program. A final report with financials is to be provided at the close of each annual period during the Term.

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

The Agency will provide updated organizational documents and its business/marketing plan.

**EXHIBIT B
METHOD OF PAYMENT**

AGENCY: Greater Tampa Chamber of Commerce, Inc.
PROGRAM: Tampa Bay Trade & Protocol Council Services

It is intended that the services performed by the Agency shall be on a fee-for-service basis. The Principal Organizations will each provide funding and/or in-kind support as follows to the Agency. The Agency will bill each of the Level 1 and Level 2 Principal Organization(s) for annual amounts during the Term not to exceed the amounts listed below.

Level 1	
County	\$80,000
City	40,000
Level 2	
Aviation Authority	<u>50,000</u>
Total, Cash	170,000
CVB	20,000
USF	10,000
UT	10,000
Agency	<u>32,000</u>
Total, In-Kind	\$72,000

(NOTE: In-kind support may include office space, administrative support, event coordination, and other appropriate support activities and may exceed the amounts above.)

The funds will be accounted for as restricted revenues of the Agency with monthly/quarterly financial statements being prepared to reflect revenues and expenditures, to include the salaries of the Council's Executive Director and support staff, office and administrative expenses of the Council, and expenses incurred in conducting protocol and hosting activities as well as in-kind revenues and expenses from those sponsors providing in-kind support. Details of revenue and expenditures will be provided to any member of the Council's Executive Committee at any time at their request. The Council Executive Director and support staff will be employees of the Agency, and the Agency will fully indemnify the Principal Organizations for the actions of these employees. Any funds not spent during any annual period during the Term shall be retained by the respective Principal Organization. The Council's Executive Director will provide budget status reports to the Agency and the Council's Executive Committee for each Quarter.

Monetary compensation will be released on a reimbursement basis only in accordance with the fee for service schedule above, based on the pro-rating of expenses to Level 1 (County and City) and Level 2 (Aviation Authority). Payments will be made upon receipt of a completed Request for Payment Form, Exhibit C, and Program Performance Report, Exhibit D. In no event, however, shall annual monetary payments to the Agency during the Term exceed \$170,000.

Reimbursement requests may be submitted on a quarterly or monthly basis with proper backup. Reimbursement requests shall not be submitted for a period less than one month. If a Principal Organization determines, through its inspection or review, that the Agency has performed, or is performing less than the total agreed upon services, payments to the Agency shall be subject to a pro-rata reduction. Performance will be measured by units, if applicable, or on a percentage of primary service goals completed.

No funds of the Principal Organizations will be expended to purchase alcohol unless specifically approved by the Principal Organizations.

The Agency shall provide a detailed expense report (Custom Transaction Detail Report) itemizing expenses along with an income and expense (profit and loss) statement and balance sheet for each Quarter and from the commencement of the Term, and at the end of each annual period during the Term, a summary Profit and Loss (P/L) for each Quarter that identifies the line items allocated to the Principal Organizations with a final P/L for each annual period during the Term, and a summary or chart of accomplishments in each Quarter and from the commencement of the Term. Each quarterly performance report chart should be supplemented by a copy(s) of any periodic reports to the Principal Organizations of the program. A final report with financials is to be provided at the close of each annual period during the Term. It is recognized that there may be a lag in compiling financial reports to match invoice periods, so the latest available data for that invoice period will be acceptable during the annual period.

**EXHIBIT C
REQUEST FOR PAYMENT FORM**

AGENCY: Greater Tampa Chamber of Commerce, Inc.
PROGRAM: Tampa Bay Trade & Protocol Council Services

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

FINANCIAL STATUS REPORT

BUDGET CATEGORIES	TOTAL (ANNUAL) APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
Protocol Services	\$			
TOTAL	\$			

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

Authorized Agency Signature Title Date

=====

FOR _____ USE ONLY

ACCT CODE _____ SUPPLIER _____ :

P. O. # _____ APPROVED: _____

I verify that _____ (based upon certification of Agency Official) has received the goods and/or services.

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

DIRECTOR/CEO

COMMENTS:

INSTRUCTIONS FOR REQUEST FOR PAYMENT FORM

1. General:
When requesting payment, the Agency must fill in the appropriate information accurately and within the approved budget areas designated, accompanied by documentation substantiating payments or expenses, and a Program Performance Report, if applicable. Duplicate the form and complete for each payment requested. If additional forms are needed, contact the respective Principal Organization.
2. Agency:
Provide the operational title of the Agency as it appears on your Agreement.
3. Program:
Provide the title of the program or general service area as contracted.
4. Request Number/Month(s)/Amount:
Provide the number of this request. Starting with number one for the first request of the Agreement period and continue sequentially until the final request is made. Indicate month(s) included with request. (Indicate the "number" and "final" when making the last request for payment). The amount of this request must be equal to the Expenditure, Current Request total under the Financial Status Report section.
5. Financial Status Report:
 - a) Budget Categories: These are the only categories in which costs can be incurred and payment requested and approved.
 - b) Total (Annual) Approved Budget: Provide the amount in each column that is the maximum of allowable expenses under the terms of the Agreement.
 - c) Expenditures:
 1. Current Request: Provide reimbursable dollar amounts which are being submitted in this request for the current period. Make entries only in lines containing an approved budget amount, as costs incurred in other than budgeted categories will not be allowed. Attach back-up documentation of any and all expenses incurred during the current period.
 2. Year to Date (YTD) Requests: Provide a total amount of all funds requested to date and include the amount of this request. (This amount will be the previous "Year to Date" total plus the "Current" period request.)
 - d) Remaining Balance: Provide the total balance of funds available in each line item where an approved budget amount appears. (This amount will be the Total Approved Budget minus the Expenditures year to date (YTD) Request.) This figure cannot be a negative. Payment from any budget category cannot exceed the amount in the approved budget, unless modified within the terms of this Agreement.
 - e) Authorized Agency Signature: Provide the signature of a person within the Agency, duly authorized to sign for, or obligate the Agency certifying the goods and/or services rendered under this request were provided as contracted.
 - f) Title: Provide the official agency/organization title of the person signing the request (i.e., Chairman, Treasurer, Director, etc.).
 - g) Date: Provide the date that the Authorized Agency Signature was affixed (see section e., above).

**EXHIBIT D
PROGRAM PERFORMANCE REPORT**

AGENCY: Greater Tampa Chamber of Commerce, Inc.
 PROGRAM: Tampa Bay Trade & Protocol Council 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>
Protocol Services	<u>4</u>	_____	_____	_____

IV. OTHER COMMENTS:

SUPPORTING ATTACHMENTS: See Exhibit A, Scope of Service, for detailed deliverables, benchmarks and performance measures to be part of each Program Performance Report. With each Program Performance Report, the Agency will provide a Custom Transaction Detail Report for that Quarter and from the commencement of the Term, a summary Profit and Loss (P/L) for that Quarter that identifies the line items allocated to the Principal Organizations with a final P/L for each annual period during the Term, a summary or chart of accomplishments in each Quarter and from the commencement of the Term. Each quarterly performance report chart should be supplemented by a copy(s) of any periodic reports to the Principal Organizations of the program. A final report with financials is to be provided at the close of each annual period during the Term. All original time sheets, original invoices and cancelled checks or completed wire transfers are to be readily accessible for on-site review. Documentation of travel and related expenses must meet IRS reporting requirements. Copies of press releases, media placement and other ads must be maintained and available for on-site review.

INSTRUCTIONS FOR PROGRAM PERFORMANCE REPORT

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

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

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

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

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

Provide Required Attachments: In each Quarter, the Agency shall provide a Custom Transaction Detail Report and from the commencement of the Term, a summary Profit and Loss (P/L) for that Quarter that identifies the line items allocated to the Principal Organizations with a final P/L for each annual period during the Term, a summary or chart of accomplishments in that Quarter and from the commencement of the Term. Each quarterly performance report chart should be supplemented by a copy(s) of any periodic reports to the Principal Organizations of the program. A final report with financials is to be provided at the close of each annual period during the Term.

EXHIBIT E
HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE

AGENCY: Greater Tampa Chamber of Commerce, Inc.

PROGRAM: Tampa Bay Trade and Protocol Council Services

AGENCY CIVIL RIGHTS STATUS

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

Please respond to the following:

1. *Provide a copy of the Agency's Affirmative Action Plan or Program (If not submitted within the past twelve (12) months).
2. Workforce Analysis by race/sex and Equal Employment Opportunity ("EEO") category.
3. If the Agency receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the Agency receptive to on-site reviews?
6. Does the Agency have a procedure for resolving discrimination complaints?
7. Has the Agency been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
8. Does the Agency anticipate hiring additional staff to perform this agreement? If yes, please provide the number of positions and type of positions.
9. Please provide a copy of the Agency's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past 12 months).

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

EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

AGENCY: Greater Tampa Chamber of Commerce, Inc.

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

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

EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

The undersigned Agency, by the signature of its corporate officer below represents that the foregoing information is true and correct. The undersigned Agency 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 Agency 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:

WITNESS

PRINTED NAME OF AGENCY

WITNESS

BY

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

DATE SIGNED

EXHIBIT F
INSURANCE REQUIREMENTS

Agency's Liability Insurance:

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

Insurance Required

A. General

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

B. Coverage

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

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

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

EXHIBIT F (CONTINUED)

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

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

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

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

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

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

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