

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006 by and between the City of Gainesville, a municipal corporation of the State of Florida, (hereinafter referred to as the “City”), and the Gainesville Area Chamber of Commerce, Inc., (the “Chamber”) d/b/a Council for Economic Outreach (hereinafter referred to as “CEO”), a committee of the Gainesville Area Chamber of Commerce, Inc., a non profit corporation registered and in good standing with the Division of Corporations in the State of Florida.

RECITALS:

CEO is a standing committee of the Chamber whose purpose is to serve as the primary economic development vehicle through which the Chamber works to bring new business and industry to the Gainesville regional area, to encourage and promote the growth of new business within the Gainesville regional area, and to assist in the expansion of existing businesses that are located and conduct their business within the Gainesville regional area.

The Chamber through CEO has agreed to provide to the City specific services related to economic development that fall within the framework of CEO’s economic development activities. The City has agreed to pay The Chamber for its performance of the specific services agreed upon with the City to be undertaken and performed by CEO.

NOW, THEREFORE, the City and the Chamber, for and in consideration of the mutual covenants herein made and the benefits flowing from each party to the other hereunder, do hereby agree as follows:

SECTION 1. SCOPE OF SERVICES: The Chamber, through CEO, agrees to provide to the City the following services pursuant to City staff discussions with CEO staff:

- A. Creation of marketing deliverables showcasing the Gainesville Innovation Zone, see Attachment "B" to prospective internal (Alachua County) and external (outside Alachua County) interested parties;
- B. Planning, management and execution of 2007 Economic Development Summit focusing on building the Innovation economy in the City of Gainesville;
- C. Capital investment in the Gainesville Innovation Zone;
- D. Jobs created in the Gainesville Innovation Zone.

Attachment "A" to this Agreement which is by reference incorporated in and made apart hereof, more particularly details the scope of the work to be performed by CEO for the City, and the requisite compensation to be paid by the City to The Chamber for the performance of said services. Services are to be provided on a "fee for service" basis, and shall be performance based.

SECTION 2. TERM: This Agreement shall commence October 1, 2006 and terminate on September 30, 2007, (the "Initial Period"). This Agreement may be renewed for one additional period from October 1, 2007 through September 30, 2008 (the "Additional Period"), by the parties reaching mutual agreement for such a renewal and extension at least sixty (60) days prior to the end of the Initial Period. If the term of this Agreement is extended for the Additional Period, the parties agree that a new Statement Of Work Attachment "A" shall be generated by the parties prior to the beginning of the Additional Period which outlines the scope of services to be conducted by the Chamber during the Additional Period and sets forth the maximum amounts to be paid for each of such services. The new Attached "A" shall be signed by both parties and attached to this Agreement, after which it shall be treated as an integral and incorporated part of this Agreement.

SECTION 3. COMPENSATION: In consideration of the services and activities actually,

timely, and faithfully performed by CEO as identified in Attachment "A", the City agrees to pay to the Chamber an amount not to exceed Fifty Thousand Dollars (\$50,000.00) during the Initial period of this Agreement in accordance with the schedules shown in Attachment "A". If this Agreement is automatically renewed for the Additional Period, the City shall pay the Chamber an additional amount, not to exceed \$50,000.00 for services performed by CEO during the Additional Period as agreed upon in the new Statement Of Services. The City will pay the Chamber in accordance with Attachment "A", and as otherwise herein provided.

SECTION 4. METHOD OF PAYMENT:

- A. All requests for payment will contain the following documents:
- 1) A legible copy of any paid invoices from vendors, providing services to the Chamber and CEO in connection with the Chamber's obligations under the terms of this Agreement, and/or;
 - 2) A copy of the canceled checks, front and back, written by The Chamber, and copies of bills incurred directly by the Chamber for materials and work performed by CEO and for work performed by outside vendors in connection with the Chamber's obligation under the terms of this Agreement;
 - 3) A cover letter that enumerates by category the services performed and the payment requested, which shall contain a certification by the Chamber's chief executive officer that these amounts have been spent by the Chamber for a public purpose in accordance with Section 166.021(9)(b), Florida Statutes, and pursuant to the terms of Section 1 of this Agreement, and have not been submitted to or reimbursed by any other public or private organization or person.

- B. The Chamber shall promptly submit requests for payment for services rendered hereunder to the City on a monthly basis, with appropriate invoices and checks attached, for actual expenditures incurred under this Agreement, subject to the limitations provided for in Section 3 hereof. Notwithstanding any other provision of the Agreement to the contrary, monthly payments shall not exceed fifteen thousand dollars (\$15,000.00) per month. All requests for payment shall be addressed to:

Economic Development Director
City of Gainesville
P.O. Box 490
Gainesville, FL 32602-0490.

Payment shall be submitted to:

Gainesville Area Chamber of Commerce, Inc.
P.O. Box 1187
Gainesville, FL 32602.

- C. The City Economic Development Department shall process Chamber payment requests and make payment to the Chamber within thirty (30) days of receipt of the request unless the City states in writing within such period why the invoice is incomplete or otherwise deficient.

SECTION 5. RETURN OF FUNDS: Any City funds paid to the Chamber that were not expended for the services set forth herein shall be returned to the City.

SECTION 6. AUDIT, RECORDS, AND REPORTING:

The Chamber agrees to:

- A. Maintain financial records and reports relating to the utilization of all funds provided to the Chamber and CEO by the City, and within 180 days of the end of the Chamber's fiscal year, the Chamber shall provide the City Economic Development Director with a summary of all activities undertaken by CEO during the preceding

year, together with a reconciliation of all billings against the performance standards and the allocated values for performance as set forth in the attached Attachment "A".

The Chamber's summary shall be accompanied by a certification from the Chamber's independent auditor that its review of the books and records of the Chamber substantiate compliance by the Chamber and CEO with the terms and conditions of this Agreement.

- B. Submit to the City monthly summaries of the work performed by CEO during the preceding month that are related to this Agreement.
- C. Maintain such books, records, documents and other evidence and accounting procedures and practices that will sufficiently and properly account for all funds of any nature billed by the Chamber to the City or paid by the City to the Chamber for services rendered hereunder.
- D. Ensure that all records identified herein which relate to funding provided by the City of Gainesville under the terms of this Agreement are available at all reasonable times and upon reasonable notice, for inspection, review or audit by personnel duly authorized by the City.
- E. Furnish the City with quarterly evaluation reports detailing what has been accomplished and what is planned within the current contract year and furnish such other reports and information as the City may reasonably require. Quarterly reports are due within twenty (20) days after the last day of the quarter. A final report shall be made to the City within thirty (30) days after the end of the Initial Period, which ends on September 30, 2007, or if extended as herein provided, within thirty (30) days after the end of the Additional Period.

- F. In the performance of its duties under this Agreement, CEO agrees to comply with the provisions of Section 119.07, Florida Statutes. It is expressly understood that this paragraph only applies to records relating to the Scope of Services as defined in and provided under this Agreement, and CEO may claim any exemption permitted by law in the same manner as the City.
- G. Chamber shall retain all books, records and other documents related to this Agreement for three (3) years after final payment. Officially designated representatives of the City shall have the right to examine any of such materials during such three-year period upon request and reasonable notice.

SECTION 7. INDEPENDENT CONTRACTOR AND INDEMNIFICATION: The Chamber, acting through CEO, shall act as an independent contractor in providing the services identified herein, and not as an employee, agent, partner or joint venturer of the City for all aspects associated with or covered by this Agreement. The Chamber through CEO is responsible for the means, methods, techniques, sequences and procedures utilized in the performance of this Agreement. The Chamber shall be liable and agrees to be liable for, and shall indemnify, defend and hold harmless the City, its employees, agents or officers from all claims, suits, judgments or changes arising from the performance of the services by the Chamber through CEO, and its subcontractors and agents, as such actions relate to the services to be performed pursuant to this Agreement.

SECTION 8. MONITORING: The Chamber shall continue to allow the City's official representative, the City Manager, to attend all meetings of The Chamber's Board of Directors as an ex-officio member.

SECTION 9. ASSIGNMENT: The Chamber, and CEO acting on behalf of the Chamber, shall not assign, convey, pledge or otherwise dispose this Agreement, in whole or in part, funds provided

by the City (except in payment of donated services related to its performance hereunder), and shall not transfer any interest in the same, except with written consent of the City.

SECTION 10. TERMINATION WITH OR WITHOUT CAUSE: This Agreement shall continue and remain in full force and effect as to all of its terms, conditions and provisions, as set forth herein, until and unless either party shall give written notice to the other party of its desire to terminate this Agreement, with or without cause, as of a specified time and date. Written notice to terminate this Agreement shall be given no less than thirty (30) days prior to the date of the proposed termination, or, in the case of the City, this Agreement shall terminate within twenty-four (24) hours of written notice from the City in the event funds become unavailable to the City to meet its obligations hereunder for any reason. The City shall be the sole and final authority as to the availability of funds. If the City elects to terminate this Agreement because of lack of funds, the City shall pay the Chamber for all work and services performed up to the date of termination, including all sums due under third party contracts, between the Chamber and outside Vendors performing services for the Chamber in connection with this Agreement.

The Chamber will only be paid thereafter, for services authorized in writing by the City. Chamber requests for payment for services must be submitted to the City for payment and must be invoiced and validated in accordance with the procedures set forth in this Agreement.

SECTION 11. NOTICES: Except as otherwise provided herein, any notice, acceptance, request or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The City's representative and the Chamber's representative are as follows:

City of Gainesville:	Economic Development Director City of Gainesville P.O. Box 490 Gainesville, FL 32602-0490
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Gainesville Area
of Commerce, Inc.

Attention:
Vice President for CEO Committee & Public Policy
Gainesville Area Chamber of Commerce, Inc.
P.O. Box 1187
Gainesville, FL 32602

SECTION 12. LAWS AND REGULATIONS: The Chamber, and CEO acting through the Chamber shall comply with all applicable laws, ordinances, regulations and building code requirements. The Chamber shall remain liable for any violations and all subsequent damages or fines.

SECTION 13. INSURANCE: If the Chamber carries commercial insurance of any type, then a copy of said insurance shall be provided to the City for its records.

SECTION 14. COLLUSION: By signing this Agreement, CEO declares that this Agreement is made without any previous understanding agreement, or connections with any persons, contractors or corporations and that this Agreement is fair and made in good faith without any outside control, collusion or fraud. CEO agrees that it shall not enter into any contractual or business relationship, directly or indirectly, with any City Commissioner, City Officer, or City Employee.

SECTION 15. CONFLICT OF INTEREST: The Chamber warrants that neither it nor any of its employees have or will have any financial or personal interest in any business or entity or person that does business with the City, or in connection with any work performed under this Agreement, or in connection with any business, entity or person that is captured in the Gainesville Innovation Zone. The Chamber shall immediately notify the City Manager of any conflict of interest with any other clients, contracts or property interests.

SECTION 16. THIRD PARTY BENEFICIARIES: This Agreement does not create any relationship with or any rights in favor of any third party.

SECTION 17. NON-WAIVER: The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non compliance.

SECTION 18. GOVERNING LAW AND VENUE: This Agreement shall be governed in

accordance with the laws of the State of Florida. Venue is in Alachua County, Florida.

SECTION 19. SEVERABILITY: If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

SECTION 20. AMENDMENTS: This Agreement may only be amended by mutual written agreement of the parties hereto. Attachment A, Statement of Work, may be amended on an annual basis by mutual agreement of the parties, as a result of changing circumstances in the Gainesville Innovation Zone.

SECTION 21. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CITY OF GAINESVILLE

Russ Blackburn, City Manager

Date: _____

WITNESS:
By: _____

Print: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

**GAINESVILLE AREA CHAMBER OF COMMERCE,
INC.**

Brent Christensen, President and CEO

Date: _____

WITNESS:

By: _____

Print: _____

ATTACHMENT A

STATEMENT OF WORK

Per this Agreement, the Chamber, through CEO, a standing Committee of the Chamber, agrees to provide the City of Gainesville with the following services on a fee for service performance basis. Services will be concentrated within the Gainesville Innovation Zone (see Attachment B) based upon the promotion and facilitation of economic development opportunities associated with those technology firms representative of the Innovative Economy.

Definitions:

- (1) Innovative Economy: comprises those firms and/or entities that bring a new process or technique to the production process and that are often, but not exclusively, related in some manner to University driven research.
- (2) Technology Firms: are generally those firms related to sectors represented within the Florida High Tech Corridor such as Agritechology, Aviation and Aerospace, Information Technology, Life Sciences and Medical Technology, etc.
- (3) Capture is defined as the attraction and/or expansion of a technology firm representative of the Innovation Economy regardless of prior location.
- (4) Capital Investment is defined as investment related to the development of land, plant or building by the captured firm.

Services:

- A. Creation of marketing deliverables showcasing the Gainesville Innovation Zone to prospective internal (within Gainesville/Alachua County) and external (outside Alachua County) interested parties. This may include but shall not be limited to:
 - Development of a Gainesville Innovation Zone logo;
 - Development of printed and electronic marketing for the Gainesville Innovation Zone;
 - Implementation of Gainesville Innovation Zone marketing materials in all CEO marketing materials; and
 - Production of marketing materials associated with the 2007 Economic Development Summit.

A \$12,500.00 not to exceed figure will be established for this service. Requests for payment will be made based upon documentation of production costs associated with individual deliverables.

- B. An Economic Development Summit will be planned, managed and executed by the Chamber through CEO in Spring, 2007. The Economic Development Summit will focus on topic(s) associated with building the Innovation Economy within the City of Gainesville. Partners in this effort such as the City of Gainesville, Alachua County, the Alachua County School Board, the University of Florida and Santa Fe Community College shall be included in the planning of the Economic Development Summit. A \$7,500.00 not to exceed figure will be established for this service and will be inclusive of all aspects of conducting the Economic Development Summit including reservation of appropriate venue within the City of Gainesville, speaker's fees, etc.

- C. A 10% Cost of Capital Investment incentive associated with opportunities captured in the Gainesville Innovation Zone; a 5% Cost of Capital Investment incentive associated with opportunities captured outside the Gainesville Innovation Zone, but within the City of Gainesville. A \$15,000.00 not to exceed limit will be established for this service. Requests for payment will be based upon the receipt of documentation establishing the level of new and expanding capital investment made by CEO assisted companies at time of premise's occupation as established by a certificate of occupancy.

- D. A \$1,000.00 per job incentive associated with opportunities captured in the Gainesville Innovation Zone; a \$500 per job incentive associated with opportunities captured outside the Gainesville Innovation Zone, but within the City of Gainesville. A \$15,000.00 not to exceed limit will be established for this service. Requests for payment will be based upon the receipt of documentation establishing the number of jobs created by CEO assisted companies at time of premises occupation as established by a certificate of occupancy. In the event a certificate or occupancy is not required for the project, the City will accept a signed letter from the company certifying the number of jobs created through the efforts of CEO.

- E. The request for payment shall include an amount equal to 20% of the documented expenses billed to the City for reimbursement to the Chamber of direct and indirect overhead costs and expenses incurred by the Chamber and CEO in the performance of its obligations hereunder.