

**MARKETING FUNDING AGREEMENT  
BETWEEN  
CITY OF JACKSONVILLE  
AND  
ASIAN CHAMBER OF COMMERCE OF NORTH FLORIDA, INC.**

This Marketing Funding Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), between the City of Jacksonville (“City”), a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, and the Asian Chamber of Commerce of North Florida Inc., a Florida corporation (the “Chamber”).

Chamber engages in economic development for a \_\_\_\_\_-county region, including Duval County/City of Jacksonville. Each of the seven counties contributes funds to Chamber for the purpose of marketing the region nationally and internationally to attract new businesses and talent to the region. The City desires to contribute funds to Chamber and, in return, Chamber desires to provide national and international marketing for the City to attract new businesses and talent to the region.

The City and Chamber, on behalf of Chamber, therefore agree as follows:

1. Pursuant to Ordinance 2025-842-E, the City will contribute funds in an amount not to exceed \$26,666.66 (the “Funds”) to Chamber for the period from the Effective Date through September 30, 2026. The Funds constitute the City’s maximum indebtedness under this Agreement. The City agrees to pay the Funds to Chamber on a reimbursement basis in two equal installments on or near the July 1, 2026, and September 30, 2026. Chamber shall make a disbursement request with documentation, including paid invoices, receipts and other documentation reasonably acceptable to the OED regarding the expenditure of funds under this Agreement, as further detailed on Exhibit A attached hereto (the “Verification Documentation”), on or about July 1, 2026, and on or before September 30, 2026. The term of this Agreement shall extend to November 30, 2026, solely for the purposes of allowing the City to obtain any additional materials from the Chamber as necessary to document the reimbursement request and to make payment. No expenditures made or incurred by Chamber after September 30, 2026 are eligible for reimbursement under this Agreement.

2. Chamber will not use the Funds other than as set forth in this Section 2 without the prior approval of the City’s Office of Economic Development. Chamber’s use of the Funds is limited to its marketing and talent initiatives. Chamber will use the Funds exclusively for the following: website development, digital advertising, content marketing, public relations, and social media, to brand our region’s key industries; outreach to potential and future local talent, and corporate decision makers, for the purpose of increasing business relocations and/or expansions and attendant job creation.

<b>2025-2026 ESTIMATED MARKETING BUDGET</b>
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<b>Website Support and Technology</b>	
<ul style="list-style-type: none"> <li>• Website maintenance and interface upgrades</li> <li>• Hosting and security services</li> </ul>	\$ 6,000

<ul style="list-style-type: none"> <li>• Event and membership management tools</li> <li>• Monthly content updates and newsletters</li> </ul>	
<b>Marketing and Outreach</b>	
<ul style="list-style-type: none"> <li>• Business outreach campaigns</li> <li>• Printed and digital promotional materials</li> <li>• Multilingual marketing efforts</li> <li>• Social media and community-wide announcements</li> </ul>	\$ 10,000

<b>Community Events and Cultural Programs</b>	
<ul style="list-style-type: none"> <li>• Asian Business Expo</li> <li>• Youth Entrepreneurship Bootcamp</li> <li>• Entrepreneurship Literacy Workshops</li> </ul>	\$ 10,666.66
<b>TOTAL ESTIMATED BUDGET</b>	<b>\$ 26,666.66</b>

3. Chamber will provide a detailed report as requested by the City no more frequently than on a monthly basis to the City detailing related activities and initiatives and how the Funds have been used each quarter, including verification of expenditures. The reports will be delivered to the Executive Director of the City’s Office of Economic Development.

4. Chamber and each of its respective subcontractors shall maintain all business records directly pertinent to the performance of this Agreement (the “Records”) and shall make such Records available at all reasonable times, including Chamber’s regular business hours, for examination by the City, including the Council Auditor’s Office, during the period of this Agreement and for three years from the date of final payment under this Agreement.

5. Chamber shall comply with any and all federal, state, and local laws, rules, regulations, and ordinances, as the same exist or as may be amended from time to time, including, but not limited to, Chapter 119, Florida Statutes (Florida Public Records Law), and Section 286.011, Florida Statutes (Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, Chamber must ensure that the provisions of this section shall be incorporated into and become a part of the subcontract.

6. Chamber represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Chamber agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination and nonharassment provisions of this Agreement. Chamber agrees that, if any of the services to be provided pursuant to this Agreement are to be

performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

7. In the performance of this Agreement, Chamber will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or association of the City. Chamber and its employees or agents shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Chamber in the performance of this Agreement.

8. All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

To the City: Office of Economic Development  
City of Jacksonville  
117 West Duval Street, Suite 250  
Jacksonville, Florida 32202  
Attention: \_\_\_\_\_

To Chamber: Asian Chamber of Commerce of North Florida Inc.  
13475 Atlantic Boulevard #8  
M78  
Jacksonville, FL 32225  
PO Box 441014  
Jacksonville, Florida 32225  
Attention: \_\_\_\_\_

9. No amendment of this Agreement will be effective unless it is in writing and signed by the parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

10. If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms, and provisions of this Agreement and will not affect the validity, interpretation, or effect of the remainder of this Agreement.

11. This Agreement may be executed electronically and in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. A counterpart delivered by electronic means shall be valid and binding for all purposes.

12. The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. The venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

13. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

14. Pursuant to section 110.112, *Ordinance Code*, the Mayor or her designee is authorized to allow for the advance of City funds as may be necessary for the fulfillment of public engagements. By signature affixed hereto, the Mayor or her designee authorizes the advance of funds consistent with this Agreement for the public engagement contemplated herein.

[signatures on following page]

The parties have executed this Agreement as of the day and year first written above.

**Attest:**

**City of Jacksonville**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan  
Mayor

**Witness:**

**Asian Chamber of Commerce of North Florida Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

Form Approved:

\_\_\_\_\_  
Office of General Counsel

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**Encumbrance and funding information for internal City use:**

Account or POA Number: \_\_\_\_\_

1Cloud Account for Certification of Funds	Amount

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the Contract. Actual encumbrances shall be made by subsequent purchase order(s) as specified in the Contract.

\_\_\_\_\_

Director of Finance

City Contract # \_\_\_\_\_

## **Exhibit A**

### **Verification Documentation**

The Verification Documentation for reimbursement purposes may include, but not be limited to the following:

- Verification of website content, including applicable invoices
- Printed materials, such as newsletters, brochures, and related collateral
- Event documentation, including:
  - Promotional materials (digital and social media included)
  - Registration/Sign-in sheets listing first name, last name, email address, and ZIP code
  - Post-event evaluations