

**Memorandum of Understanding
Between
Tampa Bay Foundation for Architecture and Design (TBFAD)
The Tampa Bay Chapter of the American Institute of Architects, Inc. (AIA)**

This Memorandum of Understanding ("Agreement") is made and entered into as of this 15th day of July, 2017, by and between Tampa Bay Foundation for Architecture and Design ("TBFAD") a Florida nonprofit, nonstock corporation and The Tampa Bay Chapter of the American Institute of Architects, Inc. ("AIA Tampa Bay") a Florida nonprofit, nonstock corporation.

WHEREAS, TBFAD is a tax-exempt organization that is recognized by the Internal Revenue Service ("IRS") as an Internal Revenue Code ("IRC") Section 501(c)(3) charitable organization and a public charity, and the purpose of which is to educate individuals and communities about the power of architecture to transform lives and improve the places where people live, learn, work, and play; and

WHEREAS, AIA Tampa Bay is a tax-exempt organization that is recognized by the IRS as an IRC Section 501(c)(6) organization, the purposes of which include promoting and forwarding the objectives of the American Institute of Architects and uniting in fellowship the architects in the Tampa Bay area to promote the aesthetic, scientific, and practical efficiency of the profession; and

WHEREAS, as a public charity, TBFAD can raise tax-deductible charitable contributions to carry out projects that are in furtherance of its tax-exempt purposes; and

WHEREAS, TBFAD does not have the staffing necessary to directly carry out certain charitable projects which it is interested in funding; and

WHEREAS, AIA Tampa Bay is interested in supporting, through its staff and other resources, the charitable endeavors of TBFAD through jointly-sponsored projects that serve the purposes of both tax-exempt entities; and

WHEREAS, AIA Tampa Bay and TBFAD desire to work together to jointly identify and conduct projects that further the tax-exempt purposes of both organizations; and

WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions of these joint undertakings.

NOW, therefore, the parties agree as follows:

1. Description of Joint Projects. TBFAD, through its officers, and trustees, and AIA TAMPA BAY, through its executive staff, will work together to identify, plan for, and implement projects (the "Projects") that are in furtherance of the charitable and educational purposes of TBFAD and the tax-exempt purposes of AIA TAMPA BAY. TBFAD and AIA Tampa Bay will determine in advance the proprietary interests of any

intellectual property developed as a result of joint projects, including reports, studies or other documents or property generated as a result of a Project. Additionally, TBFAD and AIA Tampa Bay will determine in advance how costs and revenues from joint projects will be shared, based on the event, how the event is organized and staffed, and the purposes of the event.

2. Funding for Projects. TBFAD will use its best efforts, once both parties agree to jointly conduct a Project, to seek funding for the Project from private foundations, donations from the public, and other sources of charitable funding.

3. Use of AIA TAMPA BAY Staff to Conduct Projects. Once both TBFAD and AIA TAMPA BAY agree to jointly conduct a Project, AIA TAMPA BAY will make its staff available to carry out the necessary actions to implement the Project.

4. Segregation of Project Funding by AIA TAMPA BAY; Accounting - AIA TAMPA BAY Staff will manage the funding for a Project and coordinate the payments relating to a Project. To the extent that TBFAD collects funding owed to AIA Tampa Bay, it will transfer the funding for the Project to AIA TAMPA BAY within 30 days of receipt. AIA TAMPA BAY staff will separately account for the Project funding and provide the Boards of TBFAD and AIA with reports, no less than quarterly, regarding the balance of any Project funding and the manner in which funds were spent for charitable and educational purposes and the progress made in accomplishing the Project's goals.

5. Furnishing of Information. In addition to the reports referenced in paragraph 4, AIA TAMPA BAY agrees to supply TBFAD with such information as TBFAD reasonably requests to establish the use of the Project funds in furtherance of charitable and educational purposes.

6. Agreement for Management Services. In order to implement this Agreement, and to protect the public charity status of TBFAD by ensuring that no charitable funds are comingled with other exempt funds, the parties will enter into a Shared Services Agreement by August 8, 2017, which will articulate terms for shared staff, shared equipment and facilities, and the payment of direct and indirect costs associated with organizational activities.

7. Assignability. This Agreement may not be assigned without the express written consent of the other party to the Agreement.

8. Binding on Successors. This Agreement shall be binding on any successor of either party.

9. Authority. Each party to this Agreement represents and warrants to the other party that the execution, delivery, and performance of this Agreement by the party has been duly and validly authorized and approved by all necessary action of the party. This Agreement constitutes the legal, valid, and binding obligations of such party, enforceable against it in accordance with its terms.

10. Amendment. The Agreement may be amended by mutual agreement of the parties provided that no such amendment will be permitted if such amendment would jeopardize TBFAD's status as an I.R.C. Section 501(c)(3) organization and as a public charity or AIA TAMPA BAY's status as an I.R.C. Section 501(c)(6) tax-exempt organization.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and all provisions of the Articles of Incorporation and Bylaws of TBFAD and AIA TAMPA BAY as they may be amended from time to time.

12. Indemnification. Both parties to this Agreement shall indemnify the directors and officers of the other to the fullest extent permitted by Florida and federal law, including the payment of related legal expenses.

13. Insurance. Both parties to this Agreement shall maintain insurance for its activities to include general liability insurance and directors and officers liability insurance.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Tampa Bay Foundation for Architecture and Design

By: _____ Name: John Tennison, AIA
Title: President

The Tampa Bay Chapter of the American Institute of Architects, Inc.

By: _____ Name: Beverly Frank, AIA
Title: President

AGREEMENT FOR MANAGEMENT SERVICES

THIS AGREEMENT is by and between Tampa Bay Foundation for Architecture and Design, a nonprofit section 501 (c)(3) organization incorporated under the laws of Florida, and The Tampa Bay Chapter of the American Institute of Architects, Inc., a nonprofit section 501 (c)(6) organization incorporated under the laws of Florida.

WHEREAS, TBFAD is a tax-exempt organization that is recognized by the Internal Revenue Service (“IRS”) as an Internal Revenue Code (“IRC”) Section 501(c)(3) charitable organization and a public charity, the purpose of which is to educate individuals and communities about the power of architecture to transform lives and improve the places where people live, learn, work, and play; and

WHEREAS, AIA Tampa Bay is a tax-exempt organization that is recognized by the IRS as an IRC Section 501(c)(6) organization, the purposes of which include promoting and forwarding the objectives of the American Institute of Architects and uniting in fellowship the architects in the Tampa Bay area to promote the aesthetic, scientific, and practical efficiency of the profession; and

WHEREAS, as a public charity, TBFAD can raise tax-deductible charitable contributions to carry out projects that are in furtherance of its tax-exempt purposes; and

WHEREAS, TBFAD does not have the staffing necessary to directly carry out certain charitable projects which it is interested in funding; and

WHEREAS, AIA Tampa Bay is interested in supporting, through its staff, the charitable endeavors of TBFAD through jointly-sponsored projects that serve the purposes of both tax-exempt entities; and

WHEREAS, AIA Tampa Bay and TBFAD desire to work together to jointly identify and conduct projects that further the tax-exempt purposes of both organizations; and

WHEREAS, TBFAD and AIA Tampa Bay have agreed that it is in their mutual best interests to minimize duplicative expenses and carry out their purposes in the most economical fashion possible;

NOW, THEREFORE, in consideration of these mutual promises and mutual benefits, TBFAD and AIA Tampa Bay agree to share a variety of personnel, facilities, goods and services in accordance with the terms set forth below.

SECTION 1: SERVICES

1.1 Personnel. Employees of AIA Tampa Bay will perform a variety of administrative, program, financial, fundraising support, and other similar functions for TBFAD as needed based on TBFAD strategic plan, which will identify AIA Tampa Bay staff roles that must be approved by AIA Tampa Bay.

1.2 Equipment and Facilities. AIA Tampa Bay will provide to TBFAD: office space and furniture for allocated staff, reasonable office supplies for operations (not including supplies for events), office furniture, various office equipment (phone, internet, copy and fax machines), and website maintenance.

1.3 Coordination of Calendar of Events and Shared Space. AIA Tampa Bay staff will allocate and coordinate all chapter and foundation scheduled events including those hosted in The Center to avoid any potential conflicts or overloads.

SECTION 2: PAYMENT FOR SERVICES

2.1 Payment for Direct and Indirect Costs. TBFAD will not be required to pay AIA Tampa Bay for any staff or office space (including utilities) expenses incurred by AIA Tampa Bay on its behalf. Rather, AIA Tampa Bay will provide staff and office space in-kind as an investment into TBFAD.

TBFAD will pay AIA Tampa Bay for any non-staff and non-office space expenses that are incurred as a result of TBFAD events, public relations or other activities, unless AIA Tampa Bay specifies in writing that AIA Tampa Bay will be responsible for such expenses.

All accounting for TBFAD expenses will be maintained separately in accordance with best practices for a 501C3 tax exempt organization

2.4 Time of Payment. TBFAD will make payments to AIA Tampa Bay of the amounts due under this paragraph no less frequently than quarterly on the basis of detailed invoices submitted by AIA Tampa Bay.

SECTION 3: MISCELLANEOUS

3.1 Term. This Agreement will be effective for the period of two years. This agreement must be renewed biennially during the month of December

3.2 Modification and Changes. This Agreement cannot be changed or modified except by instrument in writing executed by both parties.

3.3 Governing Law. This Agreement will be deemed to have been made and will be construed and interpreted in accordance with the laws of the State of Florida

3.4 Integration. This Agreement sets forth the entire agreement between the parties, and replaces and supersedes all other contracts, agreements and understandings, written or oral relating to the subject matter hereof.

3.5 Assignment. This Agreement is not assignable by either party.

3.6 Headings. The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year before mentioned.

The Tampa Bay Chapter of the American Institute of Architects, Inc. President 10/05/17

Tampa Bay Foundation for Architecture and Design President 10/05/2017