

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Economic Development Commission of Mid-Florida, Inc. Master Agreement and Industrial Development Authority Agreement

**DEPARTMENT:** Economic Development      **DIVISION:** Economic Development

**AUTHORIZED BY:** Don Fisher      **CONTACT:** William J. McDermott <sup>WJM</sup> **EXT.** 7132

**Agenda Date** 08/23/05    **Regular**     **Consent**     **Work Session**     **Briefing**   
**Public Hearing – 1:30**       **Public Hearing – 7:00**

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Master Agreement for Services to be provided by the Economic Development Commission of Mid-Florida for a time period of four years (October 1, 2005 through September 30, 2009)

and;

Approve and authorize the Chairman to execute the agreement authorizing the Economic Development Commission of Mid-Florida to act as the County's Industrial Development Authority for a time period of four years (October 1, 2005 through September 30, 2009)

**BACKGROUND:**

The Master Agreement for services with the Economic Development Commission of Mid-Florida (EDC) outlines the services to be performed by the EDC on behalf of Seminole County at the cost of \$1 per capita, based upon information compiled by the Bureau of Economic & Business Research, University of Florida.

The Agreement between Seminole County Government and the EDC is to provide for service as the County's Industrial Development Authority (IDA) regarding the issuance of industrial revenue bonds within Seminole County. There is no cost associated with this service.

Staff is requesting the Board of County Commissioners approval of the Master Agreement for services to be provided by the EDC for four years (October 1, 2005 through September 30, 2009) and for serving as the IDA for the same four year period.

Reviewed by: \_\_\_\_\_  
Co Atty: [Signature]  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: [Signature]  
CM: [Signature]  
  
File No. CE001

ECONOMIC DEVELOPMENT COMMISSION  
OF MID-FLORIDA, INC.  
FISCAL YEAR 2005/2009 MASTER AGREEMENT

THIS FISCAL YEAR 2005/2009 MASTER AGREEMENT (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between SEMINOLE COUNTY, a political subdivision of Florida, hereinafter referred to as the "Agency," and the ECONOMIC DEVELOPMENT COMMISSION OF MID-FLORIDA, INC., a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the "Commission."

RECITALS

1. The Agency finds that providing information, data, marketing and advertising services by the Commission to promote the Agency as a location for businesses and economic development opportunities serves a valid public purpose under the laws of Florida.

2. The Commission performs such services in the course of its activities and operations, has established a record of reference information useful to its prospects, has hired a significant full time professional staff to accomplish its mission, and the Agency desires to contract with the Commission to perform such services for the benefit of the Agency.

3. The Agency finds that the Commission is performing services that are not rendered by the Agency. The Agency further finds that the Commission is not the alter ego of the Agency, but the Commission is an independent contractor being paid for certain services to the Agency.

4. The Commission was created pursuant to those certain Articles of Incorporation dated October 7, 1977, and has been providing the services described herein for over twenty-five (25) years to local governments in Central Florida.

5. NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

## ARTICLE I

### SERVICES TO BE PERFORMED

1. The Commission shall provide the following services:
  - a. Promote the Agency as a location for business operations, economic development, branching and employment through its local, national and international marketing campaigns.
  - b. Serve as an information source and point of contact for realtors, developers, corporations, management consultants and other representatives interested in economic development.
  - c. Provide the Agency with information regarding any matters that could adversely impact the Agency's ability to attract or retain business.
  - d. Maintain economic development data and serve as an information source for demographic, market and property data.
  - e. Promote the Agency to the motion picture and television industry as a location for production. In that capacity, the Commission will coordinate permitting activity with the Agency staff so as to expedite the needs of producers and directors.
  - f. Monitor and assist in the retention and expansion of local business.
  - g. Coordinate with staff of the Agency, as well as with other business and trade groups, to achieve cooperation and communication on business and economic development matters.
  - h. Employ and physically house an Economic Development Director for the Agency in a mutually acceptable location within the County.
  - i. Provide for a County Commissioner and at least one private-sector Commission investor from the county to serve on the Commission's Board of Directors.

2. The Commission has created a "2005-2006 Tactical Plan" outlining the desired objectives and strategies. A copy of this Tactical Plan is attached hereto as Exhibit "A" and incorporated herein by reference. In each subsequent year under the Agreement, the approved Tactical Plan for that year will be provided to the Agency within fifteen (15) days of the Annual Meeting of the Commission. The Commission agrees to use its commercially reasonable efforts to attain such goals and targets in connection with the performance of the services described in Article 1. Section 1. above, it being understood that such goals and targets may be modified or adjusted from time to time by the Board of Directors of the Commission.

3. The Commission shall notify the Agency if sufficient staff, facilities or equipment necessary to deliver the agreed upon services cannot be maintained, at which time this agreement may be modified or terminated by the parties. Failure to notify the Agency of any such deficiencies, or to adequately provide the services described above, shall be a breach of this Agreement and a ground for termination. The determination of whether services have not been adequately provided shall be made upon majority vote of the Agency's governing board after notice to the Commission and an opportunity to be heard.

## ARTICLE II

### PAYMENTS

1. For each of the four (4) years of this Agreement, the Agency shall pay to the Commission a sum equal to \$1.00 per capita, based upon the latest available information compiled by the University of Florida's Bureau of Business & Economic Research (the "Annual Fee"). The Annual Fee will be payable by the Agency to the Commission in four equal quarterly installments. The Agency shall make the first quarterly payment within fifteen (15) business days of the execution of this Agreement and receipt of the Commission's quarterly invoice, and said quarterly

invoices shall be submitted contemporaneously with or subsequent to the submission of quarterly activity reports as described in Article VI. Section 3. of this Agreement. The Annual Fee may be changed during the term of this Agreement, but any change must be by mutual consent of the parties as expressed in writing.

2. The Commission is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Agreement which may be deemed disbursed in error or for failure to follow applicable contractual requirements.

### ARTICLE III

#### TERM OF AGREEMENT, TERMINATION AND NOTICE

1. The term of this Agreement shall be October 1, 2005, through September 30, 2009, notwithstanding the dates this Agreement is executed by the parties.

2. This Agreement may be renewed for an equal or greater term by mutual consent of the parties, as expressed in writing.

3. Either party may terminate this Agreement thirty (30) days after receipt by the other party of notice of intent to terminate. In the event of termination, the Agency shall pay for services rendered by the Commission to the date of termination. If payments are made to the Commission before services are rendered, the Commission shall refund to the Agency all excess money paid for services which would have been rendered after the date of termination.

4. Any notices required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

COMMISSION: President and Chief Executive Officer  
Economic Development Commission of  
Mid-Florida, Inc.  
301 East Pine Street, Suite 900  
Orlando, FL 32801

AGENCY: County Chairman  
Seminole County Board of Commissioners  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

#### ARTICLE IV

#### ASSIGNMENT

The services to be rendered by the Commission are personal in nature. The Commission shall not assign any rights or duties under this Agreement to any other party without prior written permission of the Agency.

#### ARTICLE V

#### INDEMNITY

To the fullest extent permitted by law, the Commission will indemnify and hold harmless the Agency from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

#### ARTICLE VI

#### RECORDS AND REPORTING

1. The Commission shall keep orderly and complete records of its accounts and operations. The Commission shall maintain a system of internal controls adequate to safeguard and ensure proper use of governmental and other funds that it may receive. The Seminole County Comptroller (or designee) shall have the right to audit these records from time to time for compliance by the Commission with the terms, conditions, obligations, and requirements of this

Agreement. The Comptroller (or designee) shall have full access to all records, documents, and information, whether on paper or electronic media, of the Commission necessary to perform this review except for those records which are held by the Commission and are deemed confidential and exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution in accordance with Section 288.075(2), Florida Statutes. The Commission shall maintain and keep available all such non-confidential and non-exempt records necessary for audit for five (5) years subsequent to the Agreement.

2. The Commission is an independent contractor not acting as the alter ego of the Agency, nor is it authorized to commit the Agency or its funds to any agreement. The Commission is being paid for certain services rendered as set forth herein. While a member of the Agency's governing body may serve on the Commission's governing board, the Agency and the Commission are two (2) separate and autonomous entities. As such, the parties agree that documents and records kept by the Commission are not intended to be subject to the Florida Public Records Law.

3. The Commission shall maintain all program records related to the services provided under this Agreement and submit to the Agency: (a) periodic reports (at least monthly) regarding the activities of the Commission pursuant to this Agreement, and (b) quarterly program reports which outline the progress of the Commission towards the goals and targets more fully described in Article 1. Section 1. above.

## ARTICLE VII

### NONDISCRIMINATION

The Commission shall not discriminate in the performance of this Agreement in regard to race, color, creed, sex, age, religion, ancestry, national origin, handicap or marital status.

## ARTICLE VIII

### OTHER CONDITIONS

1. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations make changes in this Agreement necessary.

2. This Agreement contains all the terms and conditions agreed upon by the parties.

3. The Commission shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state and local laws and shall comply with all fire, health and other applicable regulatory codes. The Commission agrees to comply with all reasonable rules and guidelines prescribed by the Agency for recipients of funds which are applicable to independent contractors doing business with the Agency.

## ARTICLE IX

### CONFLICT OF INTEREST

1. The Commission agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the Agency or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

2. The Commission hereby certifies that no officer, agent or employee of the Agency has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Commission to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

3. Pursuant to Section 216.347, Florida Statutes, the Commission hereby agrees that monies received from the Agency pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
Carlton D. Henley, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County  
Commissioners at their  
\_\_\_\_\_, 2005, regular  
meeting.

\_\_\_\_\_  
County Attorney

ECONOMIC DEVELOPMENT  
COMMISSION OF MID-FLORIDA, INC.

By: \_\_\_\_\_  
Raymond Gilley, President & CEO

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by Raymond Gilley, as President & CEO of Economic Development Commission of Mid-Florida, Inc.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

\_\_\_\_\_

AFFIX NOTARY STAMP

**ECONOMIC DEVELOPMENT COMMISSION OF  
MID-FLORIDA, INC. AND SEMINOLE COUNTY  
FISCAL YEAR 2005-2009 AGREEMENT TO SERVICE  
AN INDUSTRIAL DEVELOPMENT AUTHORITY**

THIS FISCAL YEAR 2005-2009 AGREEMENT TO SERVICE AN INDUSTRIAL DEVELOPMENT AUTHORITY (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "Agency," and the ECONOMIC DEVELOPMENT COMMISSION OF MID-FLORIDA, INC., a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the "Commission."

**RECITALS**

The Agency and the Commission wish to document the terms and conditions of an agreement regarding the rights and obligations between the Commission and the Agency with respect to the Commission's role as Secretary to the Seminole County Industrial Development Authority ("IDA").

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

**ARTICLE I  
SERVICES TO BE PERFORMED**

The Commission shall act in the capacity of Secretary to, and administer the affairs of, the Seminole County Industrial Development Authority in matters pertaining to the issuance of Industrial Revenue Bonds for the term beginning on October 1, 2005 and ending on September 31, 2009. The specific duties of the Commission shall include, but not be limited to, the following: keeping minutes of meetings, providing updated membership lists, providing notification of meetings, keeping appropriate records, and maintaining sufficient staff and equipment to conduct such activities.

**ARTICLE II  
RECORDS**

In its capacity as the Secretary of the Seminole County Industrial Development Authority, the Commission will maintain financial records, in concert with the Agency's counsel, sufficient to satisfy

state audit requirements imposed by Federal, State or local law. The financial records and other documentation directly relating to these services shall be available for inspection by the public.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**SEMINOLE COUNTY, FLORIDA**  
By: Board of County Commissioners

BY: \_\_\_\_\_  
Carlton D. Henley, Chairman

DATE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2005, by Carlton D. Henley. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2005.

Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

ECONOMIC DEVELOPMENT COMMISSION  
OF MID-FLORIDA, INC.

\_\_\_\_\_  
Raymond Gilley, President & CEO

DATE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 by Raymond Gilley, President & CEO of the Economic Development Commission of Mid-Florida, Inc who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

(NOTARY SEAL)