

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement between Seminole County and the City of Sanford

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

AUTHORIZED BY: Don Fisher **CONTACT:** William J. McDermott **EXT.** 7132

Agenda Date 10/12/04 Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the City of Sanford.

BACKGROUND: The City of Sanford has agreed to participate in the Job Growth Incentive Award for Aero Products Corporation and has approved an incentive equal to the County at their October 11, 2004 Commission meeting. As part of their participation, they have asked the County to provide oversight to the agreement. The attached Interlocal Agreement details the conditions pertaining to that oversight.

The total JGI award to Aero Products Corporation is for \$36,000.00. Once the eligible project costs are submitted by the company, the City of Sanford will remit to the County's JGI fund their portion of the award, \$18,000.00, within a 30 day period. The County will then disburse the funds to the company to reimburse qualified project costs in accordance with the JGI Agreement. Additionally, the County will forward all required progress reports from the company to the City of Sanford for their records.

Attachment: Interlocal Agreement

Reviewed by: Co Atty: <i>[Signature]</i> DFS: _____ Other: _____ DCM: _____ CM: <i>[Signature]</i> File No. EDR02

**SEMINOLE COUNTY/CITY OF SANFORD
JOBS GROWTH INCENTIVE PROGRAM FUNDING AGREEMENT
AERO PRODUCTS CORPORATION**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2004, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771 (mailing address is Post Office Box 1778, Sanford, Florida 32772-1778), hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, it is the policy of the COUNTY and the CITY to aggressively stimulate economic growth in Seminole County and the City of Sanford by, among other things, either attracting new business or encouraging the expansion of existing business within their respective jurisdictions; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the City of Sanford and the increased tax revenues resulting from business expansion are beneficial to the sustained health of the local economy; and

WHEREAS, the CITY and the COUNTY have determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County and the City of Sanford; and

WHEREAS, the CITY and the COUNTY have enacted Jobs Growth Incentive Ordinances and have the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, Aero Products Corporation, hereinafter referred to as "COMPANY", will locate or expand its business to the COUNTY and the CITY and thereby create certain full-time employment opportunities at a certain average salary level and to make certain capital investments all in accordance with the COUNTY's Economic Development Strategy, the COUNTY's Economic Development Element, and the COMPANY's Jobs Growth Incentive Grant Application, and the COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, the COMPANY is proposing the construction of a new service center addition consisting of 11,250 square feet, including new equipment, at their location in Seminole County at an approximate cost of SIX HUNDRED NINETY-THREE THOUSAND ONE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$693,145.00), which sum represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by the COMPANY will make the project economically viable in terms of Seminole County's and the City of Sanford's economic development; and

WHEREAS, the COMPANY is eligible to receive Job Growth Incentive Grants from the COUNTY and the CITY; and

WHEREAS, the COUNTY and the CITY find and declare that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to the COMPANY pursuant to the terms of this Agreement; and

WHEREAS, the COUNTY and the CITY desire to enter into this Agreement for the purpose of facilitating the payment of CITY funds to the COMPANY under a Jobs Growth Incentive Grant,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Pursuant to its Jobs Growth Incentive Program Agreement with the COMPANY, the COUNTY agrees to pay to the COMPANY the total sum of THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$36,000.00) upon the COMPANY's fulfillment of certain conditions as expressed in said Agreement.

2. The CITY agrees to pay to the COUNTY the sum of EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00) as its portion of the Jobs Growth Incentive Grant to the COMPANY. Said sum shall be paid to the COUNTY no later than thirty (30) days after the COUNTY's verification to the CITY that the COMPANY has fulfilled all conditions necessary to qualify for the COUNTY's Jobs Growth Incentive Grant.

3. The COUNTY agrees to provide the CITY with copies of all annual reports and other documents provided to the COUNTY by the COMPANY pursuant to the COUNTY's Agreement with the COMPANY, and further, the COUNTY agrees to notify the CITY when the COMPANY has satisfied all of its obligations to the CITY and the COUNTY under the COUNTY's Jobs Growth Incentive Program Agreement with the COMPANY.

4. In the event of the COMPANY's default in its Agreement with the COUNTY, all monetary recoverables shall become the sole property of the COUNTY.

5. (a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY and the CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

6. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

7. (a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

8. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CITY as provided hereinabove.

9. (a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

(c) Pursuant to Section 216.347, Florida Statutes, the parties hereby agree that monies received by the COUNTY 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 to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposed herein expressed on the day and year first above written.

ATTEST:

CITY OF SANFORD

JANET DOUGHERTY, City Clerk

By: _____
BRADY LESSARD, Mayor

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
9/29/04
jgi agt w/Sanford for Aeor Products Corp.