

INTERLOCAL AGREEMENT
PROVIDING FOR THE ADMINISTRATION OF A
JOINT COUNTY/MUNICIPALITY ECONOMIC DEVELOPMENT PROGRAM

THIS INTERLOCAL AGREEMENT, Providing for the Administration of a Joint County/Municipality Economic Development Program (the “Program”), is made and entered into by and between the CITY OF SARASOTA, CITY OF NORTH PORT, FLORIDA, CITY OF VENICE and TOWN OF LONGBOAT KEY, FLORIDA, all of whom are municipal corporations of the State of Florida, hereinafter referred to as the “MUNICIPALITIES” and the COUNTY OF SARASOTA, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY.”

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969 (the “Act”), authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, the establishment of the Economic Development Corporation of Sarasota County (“EDCSC”), a private sector economic development organization operating in Sarasota County, has raised the profile of economic development in the COUNTY by developing a structure that is more inclusive of countywide economic interests, including representation on the EDCSC Board by the MUNICIPALITIES and the COUNTY, and by engaging in economic activities that make the COUNTY and the MUNICIPALITIES more competitive in a global and knowledge-based economy; and

WHEREAS, each of the MUNICIPALITIES and the COUNTY value that the EDCSC’s work to diversify the economic benefits of the MUNICIPALITIES and the COUNTY by growing their tax bases, facilitating well-paying jobs for their residents, leading to new wages that support local businesses, and improving economic sustainability and other public benefits; and

WHEREAS, the COUNTY and the MUNICIPALITIES desire to engage the EDCSC to undertake certain economic development strategies and activities that will be funded in part from the EDCSC and in part from the Sarasota County Economic Development Trust Fund (“Trust Fund”); and

WHEREAS, the COUNTY and the MUNICIPALITIES desire to more efficiently provide service to their residents by working cooperatively and therefore desire to enter into this Agreement providing for the administration of economic development by the COUNTY in cooperation with and on behalf of the MUNICIPALITIES; and

WHEREAS, the parties desire to designate the COUNTY as their lead governmental organization to serve as the single administrative agent to enter into contract with the EDCSC to ensure that the EDCSC implements its annual Plan; and

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter contained, the parties agree as follows:

Section 1. **Effective Date/Term.**

- A. This Agreement will be effective upon the COUNTY recording a fully executed certified copy of the Agreement in the official records of Sarasota County (the “Effective Date”).

- B. The Initial Term of this Agreement will begin on the Effective Date and end on September 30, 2020. At the end of the Initial Term, this Agreement will automatically renew for an additional one (1) year term and will automatically renew every year thereafter for successive one (1) year terms. Any party may terminate their participation in this Agreement by providing the other parties written notice of termination as provided in Section 7 herein.
- C. Upon the Effective Date of this Agreement all previous agreements between the parties, whether in writing or otherwise, regarding the subject matter contained herein, shall be terminated and are otherwise null and void. All obligations between the parties shall be governed solely by the provisions of this Agreement and any amendments thereto.

Section 2. Agency.

- A. The COUNTY will serve as the Administrative Agent for the parties in order to provide a single entity to enter into contract with the EDCSC on behalf of the parties to this Agreement, and to ensure that the EDCSC implements its annual Strategic Action Plan (an annual “Plan”).
- B. As the Administrative Agent for the MUNICIPALITIES, the COUNTY must annually execute a contract for Economic Development Services with the EDCSC (the “Contract”), and reasonably monitor the Contract to ensure compliance. The Contract must provide:
 - 1. For the implementation of an annual Plan, provide detailed performance measures as provided to the MUNICIPALITIES, and describe the action(s) to be taken by the COUNTY if the EDCSC fails to satisfy an enumerated performance measure.
 - 2. That Contract funding come from appropriations out of the Trust Fund.
 - 3. That the EDCSC provide the MUNICIPALITIES, upon request, with an annual presentation on those items requested by the applicable MUNICIPALITY within the adopted annual plan.
- C. All actions taken pursuant to the Contract must be implemented throughout the COUNTY; with the exception of any subsequent grants which limit their use to a specific jurisdiction or area. Nothing in this Agreement should be interpreted as preventing a specific need or area from being addressed by the Contract or by an enumerated performance measure.
- D. Additionally, as the Administrative Agent for the MUNICIPALITIES, the COUNTY will:
 - 1. Maintain the EDTF into which all revenues from the MUNICIPALITIES supporting the Plan are deposited.
 - 2. Coordinate with the EDCSC in the administration of the Qualified Targeted Industry Tax Refund (“QTI”) program with the applicable state entities.
 - 3. Provide the MUNICIPALITIES with quarterly financial status reports on Trust Fund activity.
 - 4. Ensure that the procurement of goods and services necessary for the administration of the Contract are in compliance with the COUNTY’S procurement policies.

Section 3. COUNTY Responsibilities.

In addition to the COUNTY'S duties as Administrative Agent, the COUNTY must:

- A. Review and approve the EDCSC'S plan, budget, and performance measures prior to recommendation of the Contract to the EDCSC Board for execution.
- B. Ensure an annual Plan is presented to the County Commission for approval no later than July 1 of each year that this Agreement is in effect.
- C. Ensure that while the Contract is in effect, the EDCSC is responsible for implementing and completing the detailed performance measures enumerated therein.
- D. Provide quarterly status reports to the MUNICIPALITIES detailing all actions taken, those in process, and those planned by the EDCSC in furtherance of the Contract. The quarterly status reports must also describe any impediments encountered or anticipated that will prevent the EDCSC from reaching an enumerated performance measure.

The Contract must include, at a minimum, the following enumerated performance measures:

The EDCSC shall	Measure of Performance	Service to be Provided
Market the COUNTY and MUNICIPALITIES, both nationally and internationally, as the premier business address for companies seeking to expand, relocate, or both.	Detailed prospect activity and analytics for each MUNICIPALITY.	Quarterly and Annually.
Assist with retention and expansion projects in the MUNICIPALITIES.	Report activity by jurisdiction.	Quarterly and Annually.
Implement initiatives focused on the advantages of each MUNICIPALITY; especially as related to pre-determined targeted industries and primary economic clusters.	Report activity by jurisdiction.	Quarterly and Annually.
Support entrepreneurship and second-stage growth programs for all MUNICIPALITIES.	Report activity by jurisdiction.	Quarterly and Annually.
Maintain a database of demographics and business statistics on the region and locally for use by all MUNICIPALITIES.	Up-to-date database available for use on-demand.	Quarterly, On-Demand, and as necessary.
Provide intelligence and support to MUNICIPALITIES in the areas of public policy and business/economic research.	Available on-demand.	On-Demand.
Provide insights on Economic Development issues and strategies revolving around primary economic clusters.	Available on-demand.	Semi-Annually.

Section 4. Budget.

- A. The costs associated with program implementation under the Contract will be funded by the Occupational License Tax revenues received by the COUNTY and any other funds as may be appropriated by the MUNICIPALITIES and COUNTY; including \$1.00 per capita program funding from each MUNICIPALITY. The population information to establish the per capita program funding is as provided by the Bureau of Economic and Business Research (“BEBR”) and will be used for future allocation calculations. The EDCSC shall contribute matching funds as provided for in the Contract and annual Plan.
- B. During the annual budget process, the COUNTY will review the EDCSC’S budget showing the projected revenues by funding source, the administrative expenses of the EDCSC, and the associated costs for implementation of the Plan. In July of each year, the COUNTY shall provide a copy of the EDCSC’S budget to the MUNICIPALITIES, which will also be included as part of the COUNTY’S official budget.

Section 5. Approval Authority.

The MUNICIPALITIES and COUNTY grant the EDCSC the authority to execute documents necessary for the routine operation of any programs operating in furtherance of the Contract.

Section 6. Termination.

- A. Non-appropriation. The parties acknowledge and agree that the obligations of the MUNICIPALITIES to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which the MUNICIPALITIES are a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the MUNICIPALITIES on a fiscal year basis, the legal liability of the MUNICIPALITIES for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year (nor will such liability arise if, a request for such appropriations is excluded from the budget approved for any MUNICIPALITY). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of a MUNICIPALITY will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by a MUNICIPALITY under this Section. This Agreement does not constitute an indebtedness of any of the parties nor an obligation for which any of the parties is obligated to levy or pledge any form of taxation or for which any of the parties has levied or pledged any form of taxation.
- B. No fault. Any party may terminate their participation in this Agreement, for any or no reason, by providing written notice of the termination to the other parties.
- C. Cure period. A MUNICIPALITY must notify the COUNTY upon the EDCSC’S failure to provide the MUNICIPALITY with an enumerated performance measure. Upon receiving such notice, the COUNTY will notify the EDCSC, the EDCSC will have thirty (30) days to provide the required metrics. A MUNICIPALITY may terminate their participation in this Agreement upon the EDCSC’S failure to cure the failure within the thirty (30) day period.
- D. Effective Date of Termination. Any termination of this Agreement by a party must be received by the non-terminating parties at least ninety (90) days before September 30 (the end of the fiscal

year). Any notice of termination received during the ninety (90) days period before the end of the fiscal year will not become effective until October 1 (the beginning of the fiscal year).

- E. In the event a party terminates their participation in this Agreement, any money paid by the terminating party is nonrefundable.

Section 7. Indemnification.

The COUNTY and the MUNICIPALITIES agree to indemnify and save harmless the other parties, their agents, officials, and employees against all injuries, deaths, losses, damage, claim, suits, liabilities, judgments, costs, attorney fees, and expenses which may accrue against the other parties as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, or licensees arising out of the performance of each party's obligations under this Agreement up to the maximum limits provided by Florida Statutes Section 768.28. Nothing contained in this section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to any party under the Florida Constitution or general law. In the event of any threatened or impending action that may give rise to a claim under the terms of this section, the party seeking indemnification for such claim must promptly give notice to the other parties in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying parties. The terms of this section shall survive the termination of this Agreement.

Section 8. Entire Agreement.

This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings; written or oral, between the parties relating to the subject matter hereof.

Section 9. Dispute Resolution.

In the event of a dispute between the COUNTY and a MUNICIPALITY under this Agreement, the City Manager and the County Administrator or their respective designee(s) shall review the dispute and negotiate a mutually acceptable resolution. Any dispute not resolved by the designee(s) shall be referred to the City Manager and the County Administrator to come to a mutually acceptable resolution. In the event the City Manager and the County Administrator are unable to agree, the matter shall be referred to the respective Commissions, who must hold a joint meeting to resolve the matter. If the matter is not resolved at the joint meeting of the Commissions, the parties may avail themselves of any other available legal rights or remedies available. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

Section 10. Amendment.

This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by the parties and incorporated into this Agreement.

Section 11. Notice.

Except as otherwise provided herein, all notices, invoices, reports, or any other type of documentation required by this Agreement shall be made in writing and shall be deemed given and served when

deposited in the United States mail, postage paid, to the addresses listed below. Any party may change its address or representative by providing written notice to the other parties.

SARASOTA COUNTY:

With copies of Notices to:

Office of County Attorney
1660 Ringling Blvd, Second Floor
Sarasota, Florida 34236

CITY OF NORTH PORT, FLORIDA:

City of North Port, Florida
City Manager's Office
4970 City Hall Blvd
North Port, Florida 34286
(941) 429-7077

With copies of Notices to:

City Attorney's Office
4970 City Hall Blvd
North Port, Florida 34286
northportcityattorney@cityofnorthport.com

CITY OF SARASOTA, FLORIDA:

With copies of Notices to:

CITY OF VENICE, FLORIDA:

With copies of Notices to:

TOWN OF LONGBOAT KEY, FLORIDA:

With copies of Notices to:

Section 12. Binding Effect/Counterparts.

By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

Section 13. Governing Law and Venue.

The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

Section 14. Severability.

In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

Section 15. Headings.

The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

Section 16. Non-Discrimination.

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The other parties to this Agreement shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

By: _____
Chair

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Official
Clerk of the Board of County Commissioners of Sarasota,
County Florida

Deputy Clerk

Approved as to form and correctness:

County Attorney

ATTEST:

CITY OF SARASOTA, FLORIDA

City Clerk

By: _____
Mayor

Approved as to form and correctness:

Date: _____

City Attorney

ATTEST:

CITY OF NORTH PORT, FLORIDA

Kathryn Wong, City Clerk

By: _____
Christopher Hanks, Mayor

Approved as to form and correctness:

Date: _____

Amber L. Slayton, City Attorney

ATTEST:

CITY OF VENICE, FLORIDA

City Clerk

By: _____
Mayor

Approved as to form and correctness:

Date: _____

City Attorney

ATTEST:

TOWN OF LONGBOAT KEY, FLORIDA

City Clerk

By: _____
Mayor

Approved as to form and correctness:

Date: _____

Town Attorney