

**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”), by and between the CITY OF SARASOTA, CITY OF NORTH PORT, CITY OF VENICE, and TOWN OF LONGBOAT KEY, FLORIDA, all of whom are municipal corporations of the State of Florida, hereinafter referred to as “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, 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 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 services 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 Strategic Action Plan.

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 of 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, 2023. This Agreement will automatically renew every year thereafter for successive one-year terms (October 1st to September 30th). Any party may terminate their participation in this Agreement by providing the other parties written notice of termination as provided in Section 6 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 to provide a single entity to enter into a contract with the EDCSC on behalf of the parties to this Agreement, and to ensure that the EDCSC implements its annual Strategic Action Plan (“Plan”).
- B. As the Administrative Agent for the MUNICIPALITIES, the COUNTY must annually execute a contract for Economic Development Services with the EDCSC (“Contract”), and reasonably monitor the Contract to ensure compliance. The Contract must provide:
 - 1. For implementation of the annual Plan, provide detailed performance measures as developed by the County with input from 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 comes from appropriations out of the Trust Fund.
 - 3. That the EDCSC provide 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 grant 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 Trust Fund into which all revenues 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 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 associated with Trust Fund activities 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 entities seeking to expand within or relocate to the parties' jurisdictions.	Report detailed prospect activity and analytics by jurisdiction	quarterly; annual summary to be submitted with and in addition to 4 th quarter report.
assist with retention and expansion projects in the parties' jurisdictions.	Report activity by jurisdiction	quarterly; annual summary to be submitted with and in addition to 4 th quarter report.
implement initiatives focused on the advantages of each party's jurisdiction; especially initiatives related to pre-determined targeted industries and primary economic clusters.	Report activity by jurisdiction	quarterly; annual summary to be submitted with and in addition to 4 th quarter report.
support entrepreneurship and second-stage growth programs for all parties.	Report activity by jurisdiction	quarterly; annual summary to be submitted with and in addition to 4 th quarter report.
maintain a database of demographics and business statistics on the region and locally for use by all parties.	Up-to-date database available for use on-demand	quarterly updates to database; database to be available on-demand.
provide intelligence and support to parties in the areas of public policy and business and economic research.	Available upon request	as requested.
provide insights on Economic Development issues and strategies revolving around primary economic clusters.	Available upon request	as requested, but in no case less than twice a year for each jurisdiction.
host an Upcoming Fiscal Year Economic Forecast Luncheon with an economist addressing each party's needs.	Presentation forecasting next fiscal year's economic developments for each jurisdiction.	annually.

Section 4. Budget.

- A. The Trust Fund related costs associated with program implementation under the Contract will be funded by appropriations by the MUNICIPALITIES and the COUNTY; including but not limited to \$1.00 per capita program funding by each MUNICIPALITY and the COUNTY each fiscal year. The

population information to establish the per capita program funding is 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 Trust Fund related 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 the 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 parties 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 and/or the COUNTY are a party, are subject to the applicable provisions of the Florida Statutes, including but not limited to section 116.241 and chapter 129, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the COUNTY and MUNICIPALITIES on a fiscal year basis, the legal liability of the COUNTY and 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 or the COUNTY). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of a MUNICIPALITY or the COUNTY 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 or the COUNTY 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 this Agreement, for any or no reason, by providing written notice of the termination to the other parties. Such notice must be received by the non-terminating parties at least ninety (90) days prior to the effective date of termination; any notice of termination received during the 90-day period before the end of a fiscal year (September 30th) will not become effective until the beginning of the next fiscal year (October 1st).
- C. In the event a party terminates their participation in this Agreement, any money paid by the terminating party is nonrefundable.
- D. Cure period. A MUNICIPALITY may notify the COUNTY upon the EDCSC’s failure to make adequate progress toward and/or meet any Contract performance measure(s). Upon receiving such notice, the COUNTY will notify the EDCSC, and the EDCSC will have thirty (30) days from receipt of the notice from the COUNTY to provide the required metrics or a corrective action plan to address all identified deficiencies that is acceptable to and approved by the COUNTY.

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. Filing of the Interlocal Agreement.

It will be a condition precedent to the effectiveness of this Agreement that a fully executed certified copy of this Agreement is filed by the COUNTY in the official records of Sarasota County.

Section 9. 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 10. Dispute Resolution.

In the event of a dispute between the COUNTY and a MUNICIPALITY under this Agreement, the City/Town 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/Town Manager and the County Administrator to come to a mutually acceptable resolution. In the event the City/Town Manager and the County Administrator are unable to agree, the matter shall be referred to the respective Commissions/Councils, who must hold a joint meeting to resolve the matter. If the matter is not resolved at the joint meeting of the Commissions/Councils, 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 11. 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 12. 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 thereof.

SARASOTA COUNTY, FLORIDA:

Sarasota County Government
Office of Governmental Relations
1660 Ringling Blvd, Second Floor
Sarasota, Florida 34236

With Copies of Notices to:

Sarasota County Government
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

With Copies of Notices to:

City of North Port, Florida
City Attorney's Office
4970 City Hall Blvd
North Port, Florida 34286

CITY OF SARASOTA, FLORIDA:

City of Sarasota, Florida
City Manager's Office
1565 1st Street
Sarasota, Florida 34236

With Copies of Notices to:

City of Sarasota, Florida
City Attorney's Office
1565 1st Street
Sarasota, Florida 34236

CITY OF VENICE, FLORIDA:

City of Venice, Florida
City Manager's Office
401 West Venice Ave
Venice, Florida 34285

With Copies of Notices to:

City of Venice, Florida
City Attorney's Office
236 Pedro Street
Venice, Florida 34285

TOWN OF LONGBOAT KEY, FLORIDA:

Town of Longboat Key, Florida
Town Manager's Office
501 Bay Isles Road
Longboat Key, Florida 34228

With Copies of Notices to:

Town of Longboat Key, Florida
Town Attorney's Office
6853 Energy Court
Lakewood Ranch, Florida 34240

Section 13. 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. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 14. 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 15. 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 16. 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 17. Non-Discrimination.

The MUNICIPALITIES do 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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IN WITNESS WHEREOF, the COUNTY and the MUNICIPALITIES have executed this Agreement as of the date first written above.

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

Alan Maio
Chairman

Date: _____

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:

Frederick J. Elbrecht
County Attorney

Approved by the City Commission of the City of North Port, Florida on _____, 2022.

CITY OF NORTH PORT, FLORIDA

Pete Emrich
Mayor

Date: _____

ATTEST:

Heather Taylor, MMC
City Clerk

Approved as to form and correctness:

Amber L. Slayton
City Attorney

Approved by the City Commission of the City of Sarasota, Florida on _____, 2022.

CITY OF SARASOTA, FLORIDA

Erik Arroyo
Mayor

Date: _____

ATTEST:

Shayla Griggs
City Clerk

Approved as to form and correctness:

Robert M. Fournier
City Attorney

Approved by the City Commission of the City of Venice, Florida on _____, 2022.

CITY OF VENICE, FLORIDA

Ron Feinsod
Mayor

Date: _____

ATTEST:

Kelly Michaels
City Clerk

Approved as to form and correctness:

Kelly M. Fernandez
City Attorney

Approved by the Town Commission of the Town of Longboat Key, Florida on _____, 2022.

TOWN OF LONGBOAT KEY, FLORIDA

Kenneth Schneier
Mayor

Date: _____

ATTEST:

Trish Shinkle
Town Clerk

Approved as to form and correctness:

Maggie Mooney
Town Attorney