

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

THIS INTERLOCAL AGREEMENT is made and entered into at Sarasota County, Florida this 8th day of Feb., 2005 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 Sarasota County Economic Development Strategic Plan (January, 2004) has identified goals, objectives and strategies for economic development that necessitate commitment from both the private and public sectors and was approved by the COUNTY on January 28, 2004; and

WHEREAS, the COUNTY enacted Ordinance No. 2004- 031, as codified in Article II, Chapter 38, of the Sarasota County Code, establishing the **Tourism and Economic Development Board (TEDB)** that includes representation from all MUNICIPALITIES and the COUNTY, to provide leadership for joint economic development and tourism efforts and to advise the Board of County Commissioners on matters relating to economic development, tourism and the arts so as to promote a vital economy and stable tax base for Sarasota County by fostering diversified development of the local economy; 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 takes on economic activities needed to be more competitive in a global and knowledge-based economy; and.

WHEREAS, the COUNTY and the MUNICIPALITIES desire to engage the EDCSC, to undertake certain economic development strategies of the 2004 Sarasota County Economic Development Plan which activities will be funded in part from the EDCSC and in part from the Sarasota County Economic Development Trust Fund (EDTF); and

WHEREAS, the COUNTY and the MUNICIPALITIES have found that they may more efficiently provide services to their residents by working cooperatively and therefore desire to enter into an Interlocal Agreement providing for the administration of the 2004 Sarasota County Economic Development Strategic Plan by the COUNTY in cooperation with and on behalf of the MUNICIPALITIES; and

WHEREAS, it is the intent of the MUNICIPALITIES and the COUNTY to utilize the powers and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, it is agreed between the MUNICIPALITIES and the COUNTY as follows:

Section 1. Purpose.

A. This Interlocal Agreement is entered into to establish a lead governmental organization to provide a single administrative agency to contract with the Economic Development Corporation of Sarasota County (EDCSC) as they implement the Sarasota County Economic Development Strategic Plan.

B. In its role of Administrative Agent, the COUNTY will act on behalf of the MUNICIPALITIES to:

1. Maintain the Economic Development Trust Fund (EDTF) into which all revenues from participating governments supporting the Economic Development Strategic Plan are deposited.
2. In coordination with the EDCSC, develop the proposed annual program of services and spending plan.
3. Execute and monitor an annual contract for economic development services with the EDCSC as recommended by the Tourism and Economic Development Board (TEDB) and approved by the Board of County Commissioners.
4. Coordinate with EDCSC in the administration of the Qualified Targeted Industry (QTI) program with the Florida Office of Tourism, Trade and Economic Development.
5. Provide quarterly financial status report on EDTF activity to the MUNICIPALITIES through their representatives on the TEDB.

Section 2. Term.

This Interlocal Agreement will be effective upon adoption by the MUNICIPALITIES and COUNTY and the recording of a certified copy in the official records of Sarasota County and the initial term will be in effect until September 30, 2005. This Interlocal Agreement will automatically be renewed in successive one (1) year periods unless the MUNICIPALITIES or the COUNTY provides written notice of termination pursuant to Section 9 hereof and provided the MUNICIPALITIES and the COUNTY appropriates the funds in the budget for the subsequent fiscal year.

Section 3. EDCSC Responsibilities.

- A. The EDCSC, under contract with the COUNTY, shall be responsible for implementing the approved economic development programs.
- B. The EDCSC will, in coordination with the TEDB, determine those programs that will be funded by economic development trust funds.
- C. In conjunction with the annual budget, the EDCSC will, in coordination with the TEDB, establish measurable performance goals for the approved plan. These goals will be revised by September 30, of each year, to reflect the approved budget and plan. The EDCSC will be responsible for developing activities to reach these goals. At least quarterly, the EDCSC must report to the TEDB the progress toward meeting the goals and advise the TEDB of any impediments that will prevent the goals from being attained.
- D. Under the EDCSC contract with the COUNTY, all programs will be implemented County wide with the exception of any subsequent grants which limit their use to a specific jurisdiction or area. Nothing in this section will prevent the targeting of program funds to a specific need or area with the approval by the MUNICIPALITIES and COUNTY.

E. Add quarterly by municipality perf. measures.

Section 4. Governance.

- A. The COUNTY will serve as the administrative agent for the contract with the EDCSC. All procurement of goods and services necessary for the administration of the contract shall be in compliance with COUNTY procurement policies. The contract necessary for the administration of the program that is funded from the Economic Development Trust Fund #177, must be recommended by the EDCSC and TEDB and approved by the COUNTY. All contracts approved by the COUNTY must be in conformance with the budget as described in Section 5.
- B. The EDCSC will report to and be accountable jointly to the MUNICIPALITIES and COUNTY through the TEDB. The TEDB will be responsible for ensuring that MUNICIPALITIES and COUNTY objectives are communicated and achievable. The TEDB will also provide the ongoing monitoring of the contract and budget including goal setting and the approval of the policies and procedures governing contract and budget execution.

Section 5. Budget.

- A. The program implementation costs 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 an additional \$1.00 per capita program funding by each jurisdiction party to this Interlocal Agreement. The population information to establish per capita by jurisdiction is provided by the Bureau of Economic and Business

Research (BEBR). The April 1, 2003 population estimates will be the basis for the initial allocation calculation and the subsequent annual population estimates issued by BEBR will be used for future allocation calculations. The EDCSC shall contribute matching funds as provided for in the annual Agreement for Implementation Services for the Sarasota County Economic Development Strategic Plan.

- B. During the annual budget process, the EDCSC will submit to the TEDB a budget showing the projected revenues by funding source, the Administrative Expenses of the EDCSC, the Plan and its budget. The TEDB will confer, revise and approve a recommended budget and Plan for submission and approval by the COUNTY and a copy shall be provided to the MUNICIPALITIES in July. The approved budget will be included in the official budget of the COUNTY.

Section 6. Approval Authority.

The MUNICIPALITIES and COUNTY hereby agree to grant to the EDCSC the authority to execute documents necessary for the routine operation of the program.

Section 7. Responsibility of the COUNTY and MUNICIPALITIES

- A. The COUNTY will be responsible for ensuring that all approved programs administered by the EDCSC are implemented in conformance with the adopted plan and contract.
- B. The COUNTY, acting on the recommendation of the TEDB, will review and approve funding by COUNTY contract with the EDCSC.

Section 8. Reports to MUNICIPALITIES and COUNTY.

The EDCSC will submit to the TEDB for the distribution to the MUNICIPALITIES and COUNTY, at least quarterly, a report showing the activities and progress toward meeting the performance goals of the plan.

Section 9. Termination.

- A. Any one or more of the MUNICIPALITIES or the COUNTY may terminate this Interlocal Agreement by Notice in writing, sent by U.S. mail or hand delivery addressed to the MUNICIPALITIES Managers and COUNTY Administrator.
- B. Such notice must be made no less than ninety (90) days prior to the expiration of the initial term or any extension thereafter.
- C. In the event this Interlocal Agreement is terminated, any outstanding accounts receivables arising out of this Interlocal Agreement shall be paid in full.

Section 10. Hold Harmless.

Neither the MUNICIPALITIES nor the COUNTY will be responsible for damages or costs incurred by any person arising out of the negligence of the other's agents or employees in carrying out this Interlocal Agreement.

Section 11. Filing of the Interlocal Agreement.

It will be a condition precedent to the effectiveness of this Interlocal Agreement that a certified copy is filed with the County Clerk.

Section 12. Entire Agreement.

This Interlocal 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. This Interlocal Agreement may be amended or modified only by an instrument of equal formality executed by the respective parties.

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____

Chair

ATTEST:

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

Deputy Clerk

Approved as to form and correctness:

County Attorney

ATTEST:

Billy E. Robinson
City Clerk

Approved as to form and correctness:

Robert M. Fournier
City Attorney

CITY OF SARASOTA, FLORIDA

By: Richard Martin
Mayor

Date: December 28, 2004

ATTEST:

Neil M. Rimbauer
City Clerk

Approved as to form and correctness:

Robert K. Pol
City Attorney

CITY OF NORTH PORT, FLORIDA

By: Paul A. Smith
Commission Chair

Date: 12/17/04

ATTEST:

Dori Stelzer
City Clerk

Approved as to form and correctness:

[Signature]
City Attorney

CITY OF VENICE, FLORIDA

By: Dean Calamara
Mayor

Date: 1-11-05

ATTEST:

Donna H. Spencer
Town Clerk

Approved as to form and correctness:

[Signature]
Town Attorney

TOWN OF LONGBOAT KEY, FLORIDA

By: Ronald A. Johnson
Mayor

Date: 1-27-04