

**AGREEMENT FOR ECONOMIC DEVELOPMENT**

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the Economic Development Council of Tallahassee/Leon County, Inc., hereinafter referred to as the "Grantee."

**RECITALS**

WHEREAS, the County, by and through its Board of County Commissioners, at its final public hearing on the fiscal year 2009/2010 budget held on September 22, 2009, approved the grant and disbursement of \$199,500, inclusive of \$25,000, constituting the economic development investment local match for EFI-Qualified Target Industries Incentive ("QTI"), out of the County's general funds, effective October 1, 2009; and,

WHEREAS, the Grantee intends to establish a benchmark to create or retain a total of four hundred (400) jobs through business recruitment, retention, and expansion efforts; and,

WHEREAS, the Grantee has on file with the County a "Funding Request Application," in which the Grantee set out and identified the activities which Grantee intends to undertake as a community service and identified the person or persons responsible for overseeing and ensuring that those services are, and would be, delivered; and,

WHEREAS, the Grantee is a not-for-profit organization as defined under Internal Revenue Code §501(c) (3); and,

WHEREAS, the funding herein is not to be construed by Grantee or anyone else as a continuing obligation on the part of the County; and,

WHEREAS, the parties are desirous of reducing their intention to writing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and Grantee, hereinafter the "Parties," do hereby agree as follows:

**I. Services.**

- A. The Grantee agrees to establish a benchmark in which a total of four hundred (400) jobs will be created or retained through business recruitment, retention, and expansion efforts. A job is defined for purposes of this Agreement as "a filled employment position paying salary and benefits." The Grantee may only take credit for those jobs in which the employer acknowledges the assistance provided by the Grantee as playing a material role in the decision to relocate, create, expand, or retain any such employment position. The Grantee shall provide an increased emphasis on advertising and marketing of the County's economic development programs, including the Enterprise Zone (EZ) and the Targeted Business Pilot Program (TBPP). The enhancement identified above shall include, but not be limited to, the Grantee's website, newspaper circulations such as the Chamber News Page, and the Grantee's marketing materials.
- B. The Grantee shall serve as Enterprise Zone Administrator for EZ 3701, and shall be responsible for coordination of the Enterprise Zone Development Agency Board.
- C. The Grantee shall establish and maintain a QTI Administrator, whose responsibilities include managing and coordinating the QTI Program.
- D. The Grantee shall create, in coordination with the County and the City of Tallahassee, a standardized process for the review of direct or cash incentive requests made by any relocating and/or expanding business enterprise. The

aforementioned process shall include the establishment of “shelf-ready” incentive packages that can be applied to applicant business enterprises based upon a series of variables, including their targeted industry, salary, and benefit levels of those employment positions that the applicant business enterprise proposes to create.

**II. Audits, Inspections, Investigations, Records, and Retention:**

The Grantee Agrees:

- A. To submit a mid-year and annual report to the County detailing Grantee’s efforts in business recruitment, retention, and activities as the Enterprise Zone Coordinator and QTI Administrator. In addition, the mid-year and annual report shall include data on the number of jobs created and lost in Leon County. Follow-up information on businesses receiving assistance from the Grantee in previous years shall also be provided, such as expansion and/or reduction of jobs and operations. Grantee shall also provide the County with a semi-annual performance report on meeting fiscal year 2009/2010 program objectives and an annual financial audit for fiscal year 2008/2009 not later than the last day of March, 2010. To establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six years after completion of the Agreement. If an audit has been initiated, and audit findings have not been resolved at the end of the six years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no

additional cost to the County. Records shall be retained for longer periods when the retention period required by law exceeds the time frames required by this Agreement.

- C. Upon demand, at no additional cost to the County, Grantee shall facilitate the duplication and transfer of any records or documents during the required retention period, and shall ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County.
- D. To provide a financial compliance audit to the County and to ensure that all related party transactions are disclosed to the auditor.
- E. To comply and cooperate immediately with any inspections, reviews, investigations, or audits, when deemed necessary by the County.

**III. Indemnification.**

- A. The Grantee shall indemnify, defend, save, and hold the County, its officials, officers, agents, and employees, harmless from and against any and all claims, liability, losses, and/or causes of action or actions which may arise from any negligent act or omission, or willful misconduct of the Grantee, its officers, officials, agents, and employees, whether intentional or unintentional. This provision shall survive any termination or expiration of this Agreement.
- B. The County agrees to pay the Grantee the sum of \$10 and other good and valuable consideration, as specified consideration for this indemnification provision, the sufficiency and receipt of which is hereby accepted and acknowledged by both parties. Furthermore, the Grantee acknowledges that the funding grant includes said consideration.

**IV. Assignments.**

The Grantee shall neither assign responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of the county. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the County shall be null and void.

**V. Independent Capacity of Grantee.**

- A. The Grantee shall act in the capacity of an independent party and not as an officer, employee, or agent of the County. Neither the Grantee nor its agents, employees, subcontractors, or assignees, shall represent or hold themselves out to others that it is the authority defined as Leon County, Florida, or employees or agents of the County.
- B. The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor of Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of Leon County.
- C. The County will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Grantee, or its subcontractor of assignee, unless otherwise specifically agreed to by the County in writing.

**VI. Publicity.**

Without limitation, the Grantee and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or services provided by the

Grantee have been approved or endorsed by Leon County or refer to the existence of this Agreement in press releases, advertising, or materials distributed by the Grantees to its respective customers.

**VII. Use of Funds for Lobbying Prohibited.**

The Grantee agrees not to utilize *directly* or *indirectly*, funds provided hereunder for the purpose of lobbying the Leon County Board of County Commissioners, the City of Tallahassee, the Legislature, the Judicial Branch, or any State Agency.

**VIII. Funds Contingency.**

The County agrees to disburse \$199,500 to the Grantee in two (2) semi-annual installments of \$99,750, upon receipt of an appropriate invoice, approved in advance by the County. This Agreement is specifically contingent upon the appropriation of funds by the Board of County Commissioners of Leon County, for the purposes herein stated.

**IX. Effective Date.**

This Agreement shall commence on October 1, 2009, or on the date on which the Agreement has been signed by the last party required to execute same, whichever is later. This Agreement shall end at midnight, local time in Tallahassee, Florida, on September 30, 2010.

**X. Termination.**

- A. This Agreement may be terminated by either party without cause upon no less than 30 calendar days notice in writing to the other party, unless a sooner time is mutually agreed upon in writing by the Parties. Said notice shall be delivered by United States Postal Service or any expedited delivery service that provides verification of delivery, or by hand delivery to the County Administrator or representative of the Grantee.

- B. In the event that funds for payment pursuant to this Agreement become unavailable or inadequate, the County may terminate this Agreement upon not less than 24 hours notice in writing to the Grantee. Said notice shall be sent by United States Postal Service or any expedited delivery service that provides verification of delivery. The County shall be the final authority as to the availability and/or adequacy of funds. In the event of termination of this Agreement, the Grantee will be compensated only for any work performed under this Agreement which has been satisfactorily completed.
- C. This Agreement may be terminated as a result of the Grantee's non-performance and/or breach of this Agreement upon not less than 24 hours' written notice to the Grantee. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the County's right to any other available remedies at law or in equity.
- D. Failure to have performed any contractual obligations in the Agreement in a manner satisfactory to the County shall be deemed sufficient cause for termination.

**XI. Revisions.**

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for the Grantee to deviate from the requirements of this Agreement, the Grantee shall obtain the prior written consent of the County.

**XII. All Terms and Conditions Included.**

This Agreement and its attachments, if any, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ECONOMIC DEVELOPMENT COUNCIL  
OF TALLAHASSEE/LEON COUNTY

By: \_\_\_\_\_

Its \_\_\_\_\_

ATTESTED BY:

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bob Inzer, Clerk of the Court

By: \_\_\_\_\_  
Bob Rackleff  
Chairman, Board of County Commissioners

APPROVED AS TO FORM:  
County Attorney's Office

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney