
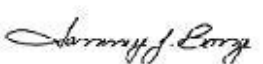




November 11, 2010		AGENDA ITEM		Item 05
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Budget Resolution	<input checked="" type="checkbox"/> Other	
Department: Aviation and Economic Resources		File Number: VC-1288212531159-A		
Division: Economic Development				
Subject: Team Volusia Economic Development Corporation				
Account Number(s): Team Volusia (\$250,000) and Daytona Chamber (\$83,333) from Economic Development 130-100-4000-5420 for \$333,333.00				
Total Item Budget: \$333,333.00				
Staff Contact(s): Rick Karl Phone: 386-248-8030 ext. 8320 Phil Ehlinger Phone: 386-248-8048 ext. 8386				
Summary/Highlights: Staff seeks approval of the attached agreement with Team Volusia Economic Development Corporation in the amount of \$250,000 for one year. The services provided by Team Volusia will enhance the efforts of the Volusia County Economic Development Division. The county's strategic economic development plan for 2011 will be presented to council. Staff also seeks approval of payment to the Daytona Regional Chamber of Commerce in the amount of \$83,333 to reimburse the chamber for startup expenses for Team Volusia as set forth in the attached invoice.				
Recommended Motion: Approval				
Frederick Karl Director Aviation and Economic Resources 	OMB  Approved as to Budget Requirements	Legal  Approved as to Form and Legality	Betty Holness County Manager's Office  Approved Agenda Item For: November 11, 2010	
Council Action:		Modification:		
<input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved With Modifications <input type="checkbox"/> Disapproved <input type="checkbox"/> Continued Date:				

**AGREEMENT FOR
ECONOMIC DEVELOPMENT ACTIVITY SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the COUNTY OF VOLUSIA, a charter county existing under the laws of the State of Florida, (“County”), and the TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION, a Florida non-profit corporation (“TVEDC”).

WITNESSETH

WHEREAS, the TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and fostering expansion of existing businesses within Volusia County; and

WHEREAS, the parties desire that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well being of the County;

WHEREAS, various businesses have formed an organization named the CEO Cabinet which is separate and distinct from the TVEDC;

WHEREAS, various municipalities of Volusia County and the business community have come together to support a unified business development effort through the TVEDC; and

WHEREAS, the County desires to contract with the TVEDC to perform collaborative economic development activities to complement those performed by the Volusia County Division of Economic Development;

WHEREAS, the Volusia County Council agrees to appropriate specified funds in the County budget for the 2010-2011 fiscal year for these services;

WHEREAS, the Volusia County Council will review the effectiveness of the services provided by TVEDC prior to making a commitment to future funding for the fiscal year 2011-

2012 and subsequent years;

WHEREAS, the County finds that the terms and conditions of this Agreement constitute a valid public purpose for economic development activities as authorized by section 125.045, Florida Statutes; and

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. Purpose. The parties agree that the purpose and intent of this Agreement is as follows:

a. This Agreement shall serve as a contract between the County and the TVEDC, as an entity engaged in economic development activities on behalf of the County, in accordance with section 125.045(4), Florida Statutes. The purpose of this Agreement is:

i) to retain the services of the TVEDC to perform economic development activities to complement those performed by the Volusia County Division of Economic Development (DOED); and ii) to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well being of the citizens of the County.

b. Services provided by the TVEDC shall not substitute but supplement the Economic Development Strategic Plan of Volusia County, and shall be designed to complement the ongoing activities of the DOED, the municipalities within the County, the Center for Business Excellence, the Volusia County School Board and Chambers of Commerce and the other existing entities whose goals supplement the economic development efforts within the county.

c. The DOED shall remain the designated Economic Development Organization (EDO) for all matters relating to Enterprise Florida, Inc. (EFI), The Governors Office for

Agreement for Economic Development Activity Services

Tourism, Trade, and Economic Development (OTTED), and the Florida High-Tech Corridor. The DOED shall process all requests for State and Federal assistance. The DOED shall review and recommend all requests for incentives and/or matching funds before being presented to County Council for approval, and only DOED shall make any such request on behalf of the TVEDC. The TVEDC understands that only one entity can serve as the contact to the foregoing organizations; accordingly, the TVEDC shall be provided immediate access to all communications between DOED and the foregoing organizations, including, but not limited to, leads; briefings; programs; directives; responses; information; and invitations, so that the TVEDC is for all purposes an equal contact of the organizations in practice, since it can not be in name.

2. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

3. Term. This Agreement shall commence on October 1, 2010, and terminate on September 30, 2011.

4. Payment for services.

a. Quarterly payments. The County shall pay to the TVEDC the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), for the time period of October 1, 2010 to September 30, 2011, such sum being the total compensation to be paid by the County for the work performed under this Agreement. Payment shall be tendered in four (4) quarterly payments of SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500) on December 1, 2010, January 1, 2011, April 1, 2011 and July 1, 2011. The TVEDC shall collect matching private, non-public funds, excluding CEO Cabinet funds, equal to or greater than the County's total payment under this Agreement by September Agreement for Economic Development Activity Services

15, 2011. Failure by the TVEDC to collect said funds shall not terminate this Agreement but may be considered by the Council in determining whether to extend this Agreement, and to commit funding for the services of the TVEDC, beyond the term of said Agreement.

b. Future obligations. It is the goal of the County to commit funding for the services of the TVEDC for a three-year period, commencing on October 1, 2010, upon demonstration of successful performance by the TVEDC in the manner described by this Agreement. Notwithstanding this goal, determination whether the County shall participate with, and provide funding to, the TVEDC for subsequent years beyond the term of this Agreement rests within the sole discretion of the Volusia County Council. Nothing herein shall obligate the County to fund any activities beyond those identified in this Agreement.

5. Scope of services. The TVEDC agrees to provide the following services to the County:

a. The TVEDC, in cooperation with the DOED, shall plan, implement and evaluate a program to recruit new businesses to the County; to foster expansion of existing businesses within the County; and to forestall the relocation of County businesses elsewhere. The TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, in the implementation of its program.

b. The TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. The TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the County. The TVEDC shall use

Agreement for Economic Development Activity Services

the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes.

c. The TVEDC shall prepare promotional materials and statistical studies related to economic development and shall collaborate with the DOED in regard to the content of such material. These materials shall include positive aspects of the County and provide prospective businesses and industry within Volusia County with the latest statistics on the County's growth and desirable features as a place to locate and expand. The County agrees to provide the TVEDC with access to information it has available to accomplish this task. The TVEDC will promote the County's special districts and all other industrial/commercial sites located in the unincorporated County on an equal basis with incorporated areas.

d. The TVEDC shall create and maintain an economic development website that can be accessed and used within the County website.

e. The TVEDC will provide independent professional advice on proposed industrial and commercial sites located in the County and other future areas deemed important by the County to recruitment and expansion prospects.

f. The TVEDC shall perform, at the County's request, a fiscal impact analysis of economic development projects proposed by the TVEDC. This analysis shall include but not be limited to:

- i. present cost of direct out-of-pocket County incentives, if any;
- ii. cost of tax revenues forgone, if any, plus interest;
- iii. the amount of other tax revenue streams to be collected by the County;

- iv. an estimate of any economic multipliers to be derived based upon a company's local purchases or other comparable measure; and
 - v. an estimate of the break-even year
- g. The TVEDC shall focus its efforts on job creation and economic development. The TVEDC shall actively work with the County and the Volusia County Chamber Alliance.
- h. The TVEDC shall endeavor to retain and recruit municipalities within Volusia County as members.
- i. The professional staff of the TVEDC shall conduct regular meetings with the economic development directors or designees of the county and municipalities within Volusia County to facilitate cooperation and communication regarding the TVEDC program.

6. Conflicts of interest. The TVEDC, its agents, employees and members shall disclose, in writing, any potential conflicts of interest, or dual representation at the initiation of any discussions with the county concerning a project or individual. If such role relates to real estate, then that person or entity shall comply with applicable state law regarding real estate relationships. No member of the TVEDC professional staff shall directly or indirectly accept a gift or honorarium valued in excess of one hundred dollars (\$100) from a person or entity which is or seeks to be: a) a business associate of the TVEDC; b) part of an economic development project of the TVEDC; or c) a member of the TVEDC Board of Directors.

7. Participation by County. The TVEDC shall provide reasonable notice and meeting materials to the DOED of all board, executive committee and other committee meetings.

8. Reports.

a. On or before September 15, 2011, the TVEDC shall submit a written report to the Volusia County Council detailing how the funds received under this Agreement were spent and the results of the efforts of the TVEDC on behalf of the County, as required by section 125.045(4), Florida Statutes. The Volusia County Council may evaluate said report against performance standards identified, and incorporated by reference, as Exhibit A.

b. Beginning on January 1, 2011, and the first day of each quarter thereafter, the TVEDC shall provide written quarterly reports to the County detailing the activities of the TVEDC, including revenues and expenses.

c. The TVEDC shall retain an independent certified public accountant to timely perform and complete an annual audit for the 2010-2011 fiscal year and provide the County with a copy of said audit within fourteen (14) days of completion of said audit. The TVEDC shall make available for inspection its annual audit and supporting documentation to the County auditor. The TVEDC shall comply with all state laws relating to public-private partnerships for economic development, and shall provide the County with an accounting of public funds when requested by the County.

9. Public meetings and records. The TVEDC shall operate as a public agency for the purposes of, and shall comply with, the public records and public meeting requirements of chapter 119 and section 286.011, Florida Statutes, respectively. Requests for confidentiality of proprietary confidential business information shall be processed by the TVEDC in conformance with section 288.075, Florida Statutes. The TVEDC shall promptly provide to the County any record in its possession upon request.

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10. Independent contractor. The TVEDC shall serve as an independent contractor to the County. The TVEDC shall not be construed to be an agent or employee of the County. Nothing in this Agreement shall be construed to establish an agency, partnership or joint venture relationship between the County and TVEDC. The TVEDC shall pay any and all applicable taxes required by law; shall comply with all pertinent federal, state, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The TVEDC shall be responsible for all income tax, Social Security and Medicare taxes, Federal unemployment taxes, and any other withholdings from its employees' or subcontractors' wages or salaries. Benefits, if any, shall be the responsibility of the TVEDC, including but not limited to, health and life insurance, retirement, liability/risk coverage, and Workers' and Unemployment Compensation. The County will not provide any space, facility, vehicle, or equipment to the TVEDC to perform any of the duties required by the Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense. The TVEDC is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the TVEDC for such entities does not conflict with the its services to the County under this Agreement.

11. Insurance. The TVEDC shall purchase and maintain insurance on behalf of its directors and officers for personal liability or accountability by reason of actions taken while acting within the scope of their authority and which occur during the term of this Agreement, regardless of date of claim. The TVEDC shall provide proof of said insurance to the County within thirty (30) days of the effective date of this Agreement.

12. Indemnification. The TVEDC shall hold harmless and indemnify the County from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out Agreement for Economic Development Activity Services

of or resulting from the performance of its operations under this Agreement. To the extent permitted by law, TEVDC assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of TVEDC and its officers, employees, servants and agents thereof while acting within the scope of their employment by TVEDC.

13. Cooperation. The TVEDC shall cooperate with the County in providing any additional information and documentation which is not specifically addressed in this Agreement but which is necessary for compliance with applicable state and federal laws or that necessary for the accounting of County funds.

14. Third parties. This Agreement is solely for the benefit of the County and TVEDC, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

15. Assignment. This Agreement, and the rights and privileges established by it, shall not be assigned or transferred in whole or part by either party without the advanced written consent of the other party, which consent may be granted or withheld in that party's sole discretion, and any attempted assignment or transfer without the other party's consent shall be null, void and of no legal effect.

16. Default. If either party is found by the other to be in default of any terms or provisions of this Agreement, the party not in default must notify the party in default in writing. Said default shall be remedied or brought into compliance by the party in default within thirty (30) days of receipt of the notice. In the event the defaulting party fails to timely correct or remedy the event of default, unless the time to cure period is extended in writing by the non-defaulting party, the non-defaulting party may declare the Agreement in default and pursue any remedy available by law or equity against the defaulting party.

17. Termination. This Agreement shall be subject to termination with or without cause by either party upon sixty (60) days written notice to the other party. Upon receipt of said written notice by the TVEDC, the County shall be relieved of obligation to tender any pending or future payment to the TVEDC provided by paragraph 4(a) of this Agreement.

18. Compliance with laws and regulations. In performing under this Agreement, the TVEDC shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Notwithstanding paragraphs 16 and 17, any material violation of said laws, 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 TVEDC.

19. Survival of expiration or termination. Paragraphs 8a, 8c, 11, 12, and 13 and shall survive the expiration or termination of this Agreement and are subject to enforcement by the County in accordance with paragraph 20.

20. Enforcement. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue shall be Volusia County, Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

21. Time. Time is of the essence in this Agreement and this provision shall apply to all terms and conditions contained herein.

22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not effect the construction or interpretation hereof.

23. Severability. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, said provision, term or clause shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable or otherwise contrary to the purpose and intent of this Agreement.

24. Notices. Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

County: County Manager
County of Volusia
123 W. Indiana Avenue
DeLand, FL 32720

TVEDC: CEO
Team Volusia Economic Development Corporation
Post Office Box 2475
FL 32115-2475

25. Amendments. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement. Both parties have had the opportunity to consult legal counsel prior to executing this Agreement and enter into it with a full and complete understanding of its provisions.

27. Effective date. This Agreement shall take effect upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as follows:

COUNTY OF VOLUSIA

By: _____ Date: _____
Frank T. Bruno, Jr.
County Chair

Attest: _____

TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION

By: _____ Date: _____
Chairman

Attest: _____

EXHIBIT A

PERFORMANCE STANDARDS FOR TEAM VOLUSIA

OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

These performance standards are derived from the *Business Plan* of the Team Volusia Economic Development Corporation dated June 11, 2010.

A. RECRUITMENT OF NEW BUSINESSES

TVEDC shall create a detailed written business recruitment program identifying targeted industries and their operating plan to implement the program, including a detailed budget. Secure 12 new companies within Volusia's core business clusters within the first three years creating new to Volusia jobs at an average payroll at least 10% above average. Other metrics to be reported and evaluated in the County's sole discretion shall include average payroll of jobs created, disposable net income, job count, real estate absorption and taxable capital investment.

B. WEBSITE

TVEDC shall, at its expense, create a website showing the inventory of available real estate properties in Volusia County, which site can be linked to by other entities such as Real Estate Organizations, Cities, Chambers & the County. This website shall incorporate state of the art GIS mapping technology and integrated demographic information.

C. BUSINESS RETENTION & EXPANSION

TVEDC shall coordinate not less than 300 industry retention and expansion consultations annually. Create specific solutions to address business concerns and needs and implement same. Develop a business retention database to include all business licensees, a visitation calendar and interface for tracking business needs. Evaluation of number of jobs saved, payroll added, taxable capital investment.

D. MARKETING/BRANDING PROGRAM

TVEDC shall establish, create and implement a written targeted marketing program focusing on industry specifics. Improve the national ranking of Volusia County relating to business success, best cities, best entrepreneurs and best cities for innovation.



September 22, 2010

Mr. Rick Karl
Director of Aviation and Economic Resources
Daytona Beach International Airport
700 Catalina Dr Ste 300
Daytona Beach FL 32114-3846

Invoice

June, July, August, September 2010:

Team Volusia Start-up and transition costs including salaries, accounting, office facilities and office supplies.

Total Amount Due

\$83,333.33

Thank You!

Please make check payable to:

Daytona Regional Chamber of Commerce

P.O. Box 2676

Daytona Beach FL 32115-2676

Phone: (386) 255-0981 Fax: (386) 258-5104