



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: 07/20/10

SUBJECT: COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT WITH TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION

DEPARTMENT: CITY MANAGER

RECOMMENDED MOTION:

To approve a cooperative economic development agreement with Team Volusia Economic Development Corporation.

SUMMARY:

In June, the Business Development Partnership (BDP), with whom the City has contracted with for several years, changed its name to Team Volusia Economic Development Corporation and separated from the Daytona Regional Chamber of Commerce. The attached agreement re-establishes the 2009-2010 contract under the original budgeted amount and maintains or enhances previous levels of services.

Funds have already been budgeted for this activity; however, a vendor change of name will be required.

ATTACHMENTS: Ordinance Resolution Budget Resolution
 Other Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD	Shannon M. Lewis	Date 07/01/2010
FINANCE DEPARTMENT	<i>[Signature]</i> Approved as to Budget Requirements	Date
CITY ATTORNEY	<i>Pending</i> Approved as to Form and Legality	Date 7-13-10
CITY MANAGER	<i>[Signature]</i> Approved Agenda Item For:	7/20/10

COUNCIL ACTION: Approved as Recommended Disapproved Tabled Indefinitely
 Continued to Date Certain Approved with Modification:

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the City of Port Orange, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

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, to avoid a fragmentation of efforts and jurisdictional competition, 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 City Commission of the City of Port Orange has as agreed to appropriate the amount of Twenty Two Thousand Nine Hundred Eleven Dollars and Forty Eight Cents (\$22,911.48) in the budget for the fiscal year 2009–2010 to support economic development activities; and

WHEREAS, the City of Port Orange desires to contract with the TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and the MDVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is 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 City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to the TVEDC the sum of Twenty Two Thousand Nine Hundred Eleven Dollars and Forty Eight Cents (\$22,911.48), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual, two (2) semi-annual or four (4) quarterly payments that total the agreed amount beginning on October 1, 2009. The City will receive quarterly reports which detail the activities of the TVEDC including the revenues and expenses for the period. The City shall contact the TVEDC in writing when future funding for the TVEDC is discussed at a public meeting.

3. **Program Requirements.** The TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City of Port Orange; to foster expansion of existing businesses within City of Port Orange; and to forestall the relocation of City of Port Orange businesses elsewhere. It is the desire of the parties 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 City. 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 City of Port Orange community. 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, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. The TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.
4. The TVEDC also agrees to create and update a redevelopment/economic development website located within the City of Port Orange website, to be approved by the City and will relate to the TVEDC, County of Volusia and City of Port Orange. In addition, it is hereby agreed that the TVEDC in its promotional materials will specifically include positive aspects of the City and provide prospective businesses and industry outside the City limits and existing businesses and industry inside the City limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide the TVEDC with access to whatever information it has available to accomplish this task. Consistent with the purposes set forth in Paragraph 1 above, the TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City of Port Orange.
5. The TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. When staff member of the TVEDC is serving a dual role in a prospect's negotiations, that dual role shall be disclosed to the City. As part of its scope of services, the TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
 - Present cost of direct out-of-pocket City and County incentives, if any
 - Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City
 - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
 - An estimate of the break-even year

6. It is clearly intended for the TVEDC to primarily focus all of its effort on job creation and economic development. The TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of the TVEDC Committees as needed and required. The TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, the TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2009, and shall terminate on September 30, 2010. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by the TVEDC to the City of termination of the Agreement with or without cause.
 - b. Written notice by either party to the other party of termination of the Agreement for failure or breach of the other party to perform its obligations hereunder.
 - c. Approval of a resolution by the City Council amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

In the event of termination of this Agreement prior to September 30, 2010 the TVEDC shall refund to the City all funds paid in advance under this Agreement prorated to the date of termination.

10. **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:

City: City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

MDVEDC: President
Team Volusia Economic Development Corporation
126 East Orange Avenue
Post Office Box 2475
FL 32115-2475

10. **Indemnification.** The TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.
11. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
12. **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.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2010.

CITY OF PORT ORANGE, a Florida Municipal Corporation.

By: _____ Date: _____
Allen Green, Mayor

Attest: _____ Date: _____
Kenneth W. Parker, City Manager

Team Volusia Economic Development Corporation, Inc.,
a Florida not-for-profit corporation

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____