

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/07/2021

Contract/Lease Control #: C16-2348-CAO

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: ECONOMIC DEVELOPMENT COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2016

Expiration Date: 09/30/2022

Description of: MARKETING SERVICES

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: June 11, 2021
 Company: Economic Development Council
 Attn: Nathan Sparks
 Address: P.O. Box 4097
 City, St, Zip: Ft. Walton Beach, FL 32549
 RE: C16-2348-CAO

CONTRACT#: C16-2348-CAO
 ECONOMIC DEVELOPMENT COUNCIL
 MARKETING SERVICES
 EXPIRES: 09/30/2022

Dear Mr. Sparks

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C16-2348-CAO for an additional term. The contract renewal period will be 10/01/2021 to 09/30/2022. The annual budgeted amount for this contract is \$ 152,873.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
 Signature: _____

Contractor: Economic Development Council of Okaloosa County
(DBA One Okaloosa EDC)

Date: _____

Approved By: _____
 (as prescribed below on item 1)
 John Holstad, County Administrator

Approved By: Nathan Sparks

Date: JUL 06 2021

Approved By: Carolyn N. Ketchel
 (as prescribed below on item 1)
 Carolyn N. Ketchel, Chairman

Title: Executive Director

Date: JUL 06 2021

Date: JUNE 25, 2021



County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (if applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



June 23, 2021

Mr. John Hofstad
County Administrator
Okaloosa Board of County Commissioners
302 Wilson St N # 302
Crestview, FL 32536

Dear Mr. Hofstad:

One Okaloosa Economic Development Council is grateful for our long-standing partnership with the Okaloosa County Board of County Commissioners. Over the past year, our organizations have worked hand-in-hand to meet the significant challenges brought forth by the COVID-19 pandemic. Along with assisting local businesses as they sought out bridge funding and – in many cases – adjusted their product and/or service offerings to respond to the pandemic, the One Okaloosa team was honored to either lead or participate in a number of new economic initiatives over the past year. Some of these included:

- Unveiled www.startupokaloosa.com – a virtual incubator for aspiring entrepreneurs
- Launched new quarterly webinar series available to ALL Okaloosa businesses at no cost
- Advocated for funding supporting the development of the NWFSC Aviation Center of Excellence
- Assisted with negotiations prior to the County's purchase of Shoal River Ranch Gigasite parcels
- Coordinated information sharing and project identification for the \$60M Federal Defense Community Infrastructure Program (DCIP)

Of course, our team also continued effective coordination of the annual TeCMEN Industry Day, Business Expansion Support Team (BEST) existing industry interviews, and Federal advocacy in support of Okaloosa's vital military missions.

As you will recall, in light of the considerable economic uncertainty our community was facing last year, One Okaloosa voluntarily offered to take an 8% reduction in our annual funding allocation from the Okaloosa County Board of County Commissioners. As our County's overall financial picture is thankfully much improved, we respectfully request to return to our prior funding level of \$152,873 in FY 2022. These resources will allow us to implement a full marketing program in the year ahead, with an eye toward achieving the job creation goals set before us. Thank you in advance for your consideration.

Sincerely,

Nathan Sparks, CEcD
Executive Director

MEMORANDUM

Date: January 11, 2021
To: John Hofstad, County Administrator, Okaloosa County
From: Nathan Sparks, Executive Director, One Okaloosa EDC
Subject: FY 2020 Annual Report

As you are aware, the Marketing Services Agreement that exists between the Okaloosa County Board of County Commissioners and the Economic Development Council of Okaloosa County (DBA One Okaloosa EDC) includes a provision stating that we will provide an Annual Report to the County. As provided for within the Agreement, the Annual Report should detail how County funds were spent and the results of these efforts. In addition to providing the Commission with the required information, this report is intended to provide Okaloosa County with additional insight into our organization's programs, strategies and objectives.

Use of County Funds

In fiscal year 2020, Okaloosa County invested \$152,873 in the One Okaloosa EDC. This amount equated to 27% of the EDC's total operating budget, with other sources of funding being allocations of varying amounts from Okaloosa County municipalities, private sector investors (members), restricted grant dollars awarded through the State of Florida's Defense Reinvestment Grant (DRG) program and revenue received from the TeCMEN Industry Day.

The approximate breakdown of how County funds were utilized is as follows:

- 37% for existing industry growth, retention and COVID-19 support
- 14% for workforce development initiatives
- 29% for strategic marketing outreach and industry recruitment
- 21% for defense support and advocacy

Specific insight into the various programs and activities within each of these four areas follows below.

Existing Industry Growth, Retention & COVID-19 Support

The unprecedented economic impact resulting from the COVID-19 pandemic required that existing industry support efforts pivot accordingly. While a sizable number of Okaloosa's existing industry base were designated as "essential businesses" by Federal and state authorities and were able to continue operations during the mandated 14 day shutdown, many were not. Moreover, all businesses (regardless of essential status) were forced to grapple with the new operational realities (changing HR laws, new health/safety measures, etc.) resulting from the pandemic. One Okaloosa EDC continues to be a significant player in assisting local businesses confronting challenges. At the same time, in an effort to maintain momentum,

One Okaloosa Economic Development Council

we unveiled new initiatives during FY 2020 designed to foster more local entrepreneurship (Startup Okaloosa), additional resources for Okaloosa manufacturers (FloridaMakes partnership) and a better understanding of the overall health of our industrial business base (BEST).

Specific initiatives undertaken over the past year included:

- Facilitated monthly educational and networking opportunities through the EDC's TeCMEN committee
- Developed and launched a COVID-19 Business Information Portal on the EDC's homepage
- Regularly distributed timely information to Okaloosa County citizens and business owners concerning COVID-19 business regulations, emergency loans and relief grants
- Undertook individualized assistance with companies seeking to overcome challenges brought forth by the pandemic
- Hosted presentations focused on Florida's Emergency Bridge Loan program, the SBA Economic Injury Disaster Loan and the newly enacted Families First Coronavirus Response Act (FFCRA)
- Served on the Florida SBDC's Emergency Bridge Loan committee, assisting 46 companies with loans totaling \$3.056 million
- Partnered with Saltmarsh, Cleaveland & Gund to host a free informational webinar spotlighting the federal Payroll Protection Program (PPP)
- Hosted free professional development webinar for Okaloosa County businesses entitled "*Leading Through Chaos: Lessons From 2020*"
- Launched BEST (Business Expansion Support Team) initiative, and with the support of key partners from the utility, educational and workforce development sectors, undertook targeted interviews with 20 local businesses operating in the manufacturing, defense and technology sectors
- Unveiled *Startup Okaloosa* virtual on-line incubator as a resource and information clearinghouse for existing and aspiring entrepreneurs
- Formalized a strategic partnership with FloridaMakes providing additional resources and expertise to Okaloosa manufacturers participating in TeCMEN
- Collaborated with the Okaloosa County Board of County Commissioners to recognize the positive impact of manufacturing by designating October 2020 as "Manufacturing Month"

Workforce Development Initiatives

While COVID-19 resulted in the rapid escalation of Okaloosa County's unemployment rate – spiking from 2.7% in February to 13.3% in April – local unemployment stands at 4.3% as of November 2020. Okaloosa is currently tied for the fifth lowest among Florida's 67 counties. While no longer in the territory of being considered "dangerously low", one factor that we continue to closely monitor is our community's labor

One Okaloosa Economic Development Council

force, which has contracted from 97,420 in November 2019 to 93,378 in November 2020. Workforce Development initiatives undertaken by One Okaloosa EDC in FY 2020 included:

- Partnered with the Building Industry Association of Okaloosa & Walton counties to recruit the Home Builders Institute to stand up a construction trades training program at Northwest Florida State College focused on separating military members, Veterans and military dependents
- Partnered with FloridaMakes, Okaloosa County School District and Rocky Bayou Christian School to host virtual plant tours of MAG Aerospace and Fort Walton Machining for local students and teachers
- Championed the needs of local employers, as well as those considering the area, through involvement on the board of CareerSource Okaloosa Walton and CareerSource's Business Competitiveness Council.
- Assisted the University of Florida Herbert Wertheim College of Engineering with establishing a UF Innovation Station at the UF REEF (Research Engineering Education Facility), only the second such facility in the state
- Helped champion a \$7,000,000 Triumph Gulf Coast grant for the Northwest Florida State College Aviation Center of Excellence, developed in partnership with the HSU Educational Foundation
- Actively worked to bridge the divide between separating / retiring military personnel and the private sector. Surveys of transitioning military members undertaken through the EDC's Tri-County Community Partnership Initiative are now finding that more than 50% of these talented individuals plan to remain in the local area for their post-military careers (up from 36% in 2015).
- Assisted CareerSource Okaloosa Walton with identifying internship opportunities for transitioning military members participating in the US Department of Defense SkillBridge program

Strategic Marketing / Industry Recruitment

As Okaloosa County's primary economic development organization, One Okaloosa EDC is tasked with being the chief promoter of community assets to external audiences including corporate site location consultants and decision makers in targeted business and industry sectors. COVID-19 significantly impacted our planned external marketing program, with a total of eight scheduled industry trade shows and prospecting missions canceled as a result of the pandemic. Likewise, prospect activity was also impacted, with fewer companies seeking new locations and fewer in person site visits occurring as a result of travel safety concerns. In response to these factors, One Okaloosa EDC wisely pivoted efforts during the course of 2020 to focus instead on virtual prospect presentations and remote engagements with site selection consultants.

The organization realized the following successes in FY 2020:

- Initiated and assisted 36 new investment leads / projects for FY 2020 resulting in 6 site visits with site selection consultants and decision makers

One Okaloosa Economic Development Council

- Assisted WR Davis Engineering, a defense contractor, with standing up a new production facility and relocating their corporate headquarters from Virginia to Fort Walton Beach
- Successfully recruited American Elite PPE, a manufacturer of melt blown polypropylene material used in facemasks and medical gowns, to a 14,000 SF vacant building in the Fort Walton Beach Commerce & Technology Park. The company expects to create 50 jobs and invest \$3,000,000.
- In December 2019, partnered with Gulf Power's economic development team to host four prominent site selection consultants and six Enterprise Florida project managers for the "Northwest Florida Advisory Forum" – an in-bound northwest Florida asset familiarization tour
- In December 2019, undertook an outbound mission to Atlanta focused on spotlighting Okaloosa County economic development opportunities to site selection consultants located in that region
- Collaborated with economic development partners in Escambia and Santa Rosa Counties to jointly fund and execute a virtual prospect meeting program, resulting in the identification of seven leads and five prospect presentations in a wide range of industry sectors
- Collaborated with Florida's Great Northwest to undertake virtual site selection consultant presentations
- Collaborated with Enterprise Florida to spotlight Fort Walton Machining in *Manufacturing Engineering* magazine
- Completed a 30 minute national podcast interview for *Advanced Manufacturing Now* spotlighting Okaloosa's Manufacturing Advantages
- Exhibited at the National Defense Industry Association Air Armament Symposium (NDIA) event in Fort Walton Beach and attended the Small Business Contracting Expo in Huntsville, AL

Military Support & Partnerships

According to Enterprise Florida's 2020 Florida Defense Fact Book, the Department of Defense is responsible for more than 78,000 jobs in Okaloosa County and direct local spending of \$3.7 billion. As such, the defense sector remains a primary driver of the local economy. In recognition of this impact, the EDC remains committed to serving as a champion for - and partner to - the many military missions that call Okaloosa County home. The EDC's Defense Support Initiatives (DSI) committee has been in existence for more than 20 years, and is widely-regarded as one of the finest examples of community/military collaboration around. By working to sustain and grow area military missions, the DSI is committed to the success of one of our area's most valued economic engines. Likewise, the EDC's Tri-County Community Partnership Initiative (TCPI) has provided a regular forum since 2014 for potential partnership opportunities benefiting both local military installations and the community to be identified, discussed and implemented. The EDC's FY 2020 defense support activities included the following:

- Continued Federal legislative outreach in support of extending the moratorium on oil drilling in the eastern Gulf of Mexico, culminating in President Trump issuing an Executive Order protecting the Gulf for an additional 10 years

One Okaloosa Economic Development Council

- Collaborated with Eglin Air Force Base and the Okaloosa County Board of County Commissioners on efforts to support Eglin's Westside Area Expansion Plan, resulting in the hiring of HDR Engineering to provide initial road realignment planning/design services
- Utilized One Okaloosa EDC's Tri-County Community Partnership Initiative (TCPI) to tackle key community challenges faced by installations and service members. Stood up new work groups focused on addressing community workforce housing deficiencies and installation resiliency needs.
- Participated in diversity and inclusion discussions with military leadership and provided forums to promote broader community awareness

Conclusion

COVID-19 certainly dominated the landscape during FY 2020, and like most organizations, One Okaloosa EDC's planned work program was impacted significantly. While initial forecasts suggested that Okaloosa County was at greater economic risk than many communities in the United States due to our heavy concentration of hospitality businesses, local leadership – including that of the Okaloosa County Board of County Commissioners – can now be credited for steering our community (and our economy) through some very uncertain waters.

Similarly, under the leadership of the One Okaloosa EDC Executive Committee, appropriate programmatic pivots were made. As evidenced herein, the resulting outcomes were successful in spite of the pandemic. Moreover, as has been the case for several years now, several new partnerships and projects were initiated, advanced or brought to fruition during 2020. Each of these are significant in their own right, and should pay dividends well into the future.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/09/2020

Contract/Lease Control #: C16-2348-CAO

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: ECONOMIC DEVELOPMENT COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2016

Expiration Date: 09/30/2021 W/1 1 YR RENEWAL

Description of: MARKETING SERVICES

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-51-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 016-2348-CAO Tracking Number: 4116-20
Procurement/Contractor/Lessee Name: Economic Grant Funded: YES ___ NO X
Purpose: Renewal / Amendment
Date/Term: 9-30-2021 1. GREATER THAN \$100,000
Department #: 0150 2. GREATER THAN \$50,000
Account #: 534551 3. \$50,000 OR LESS
Amount: \$140,643.00
Department: CAO Dept. Monitor Name: Hofstad

Purchasing Review

Procurement or Contract/Lease requirements are met:
Delta Mason Date: 9-1-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 9-4-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 9-3-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Thursday, September 3, 2020 10:37 AM
To: DeRita Mason; Jeffrey Hyde
Cc: Parsons, Kerry
Subject: EDC contract renewal and amendment
Attachments: C16-2348-CAO amendment one.docx

DeRita,

Attached is an updated contract amendment renewing the EDC agreement for an additional year. It is approved as to legal sufficiency. Please process this amendment through contract coordination. This will need to be placed on the September 15th BCC meeting.

Thanks,
Lynn

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

DeRita Mason

From: Lisa Price
Sent: Friday, September 4, 2020 9:37 AM
To: DeRita Mason
Subject: RE: EDC contract renewal and amendment

This is approved for insurance purposes.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, September 3, 2020 3:12 PM
To: Lisa Price <lprice@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: Fwd: EDC contract renewal and amendment

Please review the attached.
Sent from my iPhone

Begin forwarded message:

From: Jeffrey Hyde <jhyde@myokaloosa.com>
Date: September 3, 2020 at 3:10:11 PM CDT
To: Roland Sims <rosims@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: EDC contract renewal and amendment

Roland – this is the item Lynn H. wants to make sure gets on the agenda for the 15th.
DeRita has started to coordination for it.

Thanks

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Thursday, September 3, 2020 10:37 AM



**FIRST AMENDMENT AND RENEWAL OF THE MARKETING
SERVICES AGREEMENT BETWEEN OKALOOSA COUNTY AND
ECONOMIC DEVELOPMENT COUNCIL OF OKALOOSA COUNTY**
(CONTRACT NO. C16-2348-CAO)

This First Amendment and Renewal of the Marketing Services Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County") and Economic Development Council of Okaloosa County (the "EDC"), executed this 6th day of October, 2020, is made a part of the original Marketing Services Agreement dated November 3, 2015, Contract No. C16-2348-CAO (the "original Agreement"), incorporated herein by reference. The County and EDC hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their yearly option to renew the original Agreement for an additional one (1) year term in accordance with Section 3 of the original Agreement.
2. **RENEWAL TERM.** The renewal term is effective from October 1, 2020 through September 30, 2021.
3. The parties wish to amend the original Agreement as follows:
 - a. As a recipient of federal assistance, the County is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. The provisions attached as Exhibit "A" are hereby incorporated into this Agreement.
 - b. Addition of new and updated general services insurance requirements attached hereto as Exhibit "B".
 - c. The County shall fund the EDC in the amount of \$140,643 for Fiscal Year 2020-2021.
 - d. The list of Representatives under section 5 shall be amended to update the Purchasing Department contact as:

DeRita Mason, Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5497A Old Bethel Road
Crestview, FL 32536
dmason@myokaloosa.com
4. The parties further desire to amend the original Agreement to update the Public Records provision as amended by the Florida Legislature in the 2016 Laws of Florida Chapter 20.

Public Records

IF THE EDC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EDC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA



**COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST.,
 CRESTVIEW, FL, 32536, PHONE: (850) 689-5977,
riskinfo@myokaloosa.com.**

The EDC must comply with the public records laws, Florida Statute chapter 119, specifically EDC must:

- a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the EDC does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the EDC or keep and maintain public records required by the County to perform the service. If the EDC transfers all public records to the public agency upon completion of the contract, the EDC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the EDC keeps and maintains public records upon completion of the contract, the EDC shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement and any amendments thereto, shall remain in full force and effect.
6. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

ECONOMIC DEVELOPMENT COUNCIL

WITNESSES:

 Nathan Sparks, Executive Director



OKALOOSA COUNTY, FLORIDA

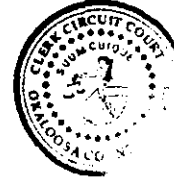
A handwritten signature in black ink, appearing to read "Robert A. 'Trey' Goodwin, III".



Robert A. "Trey" Goodwin, III, Chairman

ATTEST:

A handwritten signature in black ink, appearing to read "J.D. Peacock, II".



J.D. Peacock, II, Clerk of Court



Standard Contract Clauses

Exhibit "A"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.



5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);



- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division



OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or



- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.



ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



EXHIBIT "B"
GENERAL SERVICES INSURANCE REQUIREMENTS
REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site



connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.



INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.



CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.



Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/06/2015

Contract/Lease Control #: C16-2348-CAO

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: ECONOMIC DEVELOPMENT COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2016

Term: 09/30/2020 W/2-ONE YR RENEWALS

Description of Contract/Lease: MARKETING SERVICES

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CA #14



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: November 17, 2015
TO: Honorable Chairman and Members of the Board
FROM: Zan Fedorak
SUBJECT: Request approval of the MOU with Enterprise Florida and EDC
DEPARTMENT: Purchasing
BCC DISTRICT: All


STATEMENT OF ISSUE: Request approval of the memorandum of understanding between Enterprise Florida, Inc. and the Economic Development Council.

BACKGROUND & ANALYSIS: Enterprise Florida is the principal economic development organization for the State of Florida, designed and structured as a public-private partnership for the purpose of improving the quality of life for Floridians through the enhancement of the state's economy and economic competitiveness. The purpose of this memorandum of understanding (MOU) is to allow Okaloosa County to name the EDC as the primary partner it designates to receive lead referrals from and work with Enterprise Florida. This MOU will establish the parameters for a successful partnership between Enterprise Florida and the EDC. This partnership will allow the EDC to share information about Enterprise Florida programs and activities to local constituents, local government, chambers of commerce and other organizations that support local economic development initiatives. The MOU also established that the EDC will serve as the primary point of contact for Enterprise Florida to supply disaster recovery information and assistance to businesses throughout Okaloosa County. This MOU will become effective upon signing by Enterprise Florida, the EDC, and the Chairman. Legal has assisted with the coordination of the MOU. Staff requests Board approval of the MOU and authorization for the Chairman to sign the document.

OPTIONS: Approve/Deny authorization for the Chairman to sign the MOU between Enterprise Florida, Inc. and the Economic Development Council.

RECOMMENDATION: Staff recommends approval of and authorization for the Chairman to sign the MOU between Enterprise Florida, Inc. and the Economic Development Council.

RECOMMENDED BY:


Zan Fedorak, Director 11/10/2015

Memorandum of Understanding (MOU)
Between
Enterprise Florida, Inc. (EFI)
And
EDC of Okaloosa County

I. Background

Enterprise Florida, Inc. is a 501(c)(3) non-profit corporation. It is not a unit or entity of state government (§288.901(1) F.S.). Enterprise Florida is the principal economic development organization for the State of Florida, designed and structured as a public-private partnership for the express purpose of improving the quality of life for Floridians through the enhancement of the state's economy and economic competitiveness in the global economy (§288.901(2) F.S.).

To facilitate job creation in the most efficient manner Enterprise Florida has established a primary partner approach to distributing lead referrals and coordinating prospect proposals. Each of Florida's 67 counties designates the organization that will be its primary partner contact for Enterprise Florida.

II. Purpose of this Memorandum

1. Allow Florida counties to name the primary partner it designates to receive lead referrals from and work with Enterprise Florida to develop prospect proposal responses; and
2. Facilitate Enterprise Florida's desire to effectively communicate strategies and information with local and regional partners that will maximize their contribution toward the achievement the Florida's economic development goals; and
3. Establishes the parameters for a successful partnership between Enterprise Florida and its primary partner, and outlines general responsibilities to be carried out by both parties.

III. Non-Binding Agreement

This MOU establishes the basic tenements of a collaborative working relationship between Enterprise Florida and its primary partner to create more jobs for Florida, but does not impose a legal obligation on either party.

IV. Designation Of Primary Partner

Okaloosa County designates **EDC of Okaloosa County** as its primary economic development organization to receive lead referrals from and work with Enterprise Florida to develop prospect proposal responses. By written notice, **Okaloosa County** may change its primary partner designation at any time.

Under this MOU Enterprise Florida and **EDC of Okaloosa County** will maintain their own autonomy while collaborating to increase job creation for the local area, region and state.

V. Parties' Roles & Responsibilities

As the competition for job creation opportunities becomes more intense, Enterprise Florida and **EDC of Okaloosa County** can greatly improve chances of success by performing tasks that coordinates efforts and leverages the strengths of both entities.

VI. Partnership

EDC of Okaloosa County will share information about Enterprise Florida programs and activities to local constituents, local government, chambers of commerce and other organizations that support local economic development initiatives. This information may be shared through **EDC of Okaloosa County's** website, brochures, pamphlets, area broadcast media, and other appropriate channels.

EDC of Okaloosa County agrees to serve as the primary point of contact for Enterprise Florida to supply disaster recovery information and assistance to businesses throughout **Okaloosa County**.

VII. Business Development

Enterprise Florida is responsible for generating prospect leads at the state level and disseminating those leads to the primary partner in each county that meets the project's stated criteria for a relocation/expansion site. **EDC of Okaloosa County** will make every effort to connect with Enterprise Florida early in the prospect development phase to maximize Florida's chances of success. Enterprise Florida will provide continuing technical assistance and project support as needed.

1. As mutually agreed, Enterprise Florida will support projects, initiatives and prospect development activities of **EDC of Okaloosa County**. In turn, **EDC of Okaloosa County** will alert Enterprise Florida of said activities and needed assistance with as much advance notice as possible.
2. **EDC of Okaloosa County** agrees to the best of their ability to conduct regular business retention visits with **Okaloosa County** companies to ensure that existing businesses receive the assistance necessary to stay and grow in Florida. Enterprise Florida offers programs and services to assist primary partner with business retention & expansion efforts.
3. Upon request Enterprise Florida will provide **EDC of Okaloosa County** with information and technical assistance on state-level business incentive programs and other resources that support job growth. Working in cooperation with the Florida Department of Economic Opportunity and other agencies, as appropriate, Enterprise Florida will offer advice and guidance to **EDC of Okaloosa County** in completing applications for state incentives programs.
4. **EDC of Okaloosa County** will make every effort to inform Enterprise Florida of job announcements at the earliest opportunity.
5. Enterprise Florida will establish standards for local primary partner responses to prospect inquiries. **EDC of Okaloosa County** agrees to adhere to the established standards and respond "Yes" or "No" about its intent to respond to project referrals.
6. Enterprise Florida regularly produces time sensitive reports, documents and publications on economic development in Florida. **EDC of Okaloosa County** will provide data to Enterprise Florida on a timely basis that supports these efforts. Information requested may include data relative to strategies, industries, community assets, trends, analysis, marketing, funding, et.al.

VIII. Marketing & Communication

1. Enterprise Florida will lead the efforts for statewide economic development marketing, research, advertising and public relations, with input and involvement by primary partners. **EDC of Okaloosa County** agrees to support Enterprise Florida's cooperative marketing programs, when appropriate, including statewide coordinated prospect events, trade missions, and advertising/public relations campaigns.
2. Enterprise Florida is responsible for marketing and branding Florida as a pro-business destination. **EDC of Okaloosa County** is responsible for marketing its respective communities, defining its economic vision and image, and ensuring that the messaging does not contradict established statewide marketing/branding strategy.

3. **EDC of Okaloosa County** may use the eflorida.com logo on marketing materials, ads and promotional material with prior approval. Use of the logo does not imply that the organization represents EFI or is affiliated in anyway outside of the scope of this agreement. **EDC of Okaloosa County** will provide Enterprise Florida with a courtesy copy of any materials that include the eflorida.com logo.

IX. Terms of Agreement

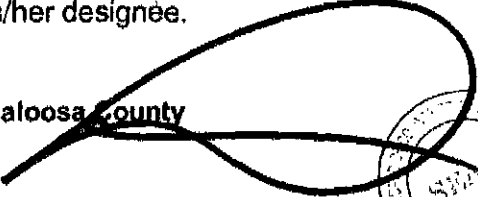
This MOU will become effective upon signing by both Enterprise Florida and **EDC of Okaloosa County** and will remain in force until Enterprise Florida is notified in writing that **Okaloosa County** has appointed a different organization to lead its economic development efforts or is no longer interested in continuing this agreement.

This MOU may be amended by mutual agreement of both parties in writing.

X. Approvals

Okaloosa County's approving signatory shall be the Chairman of the County Commission or his/her designee.


Okaloosa County


Name, Title NATHAN D. BOYLES, CHAIRMAN
Okaloosa County

Date

Nov. 19, 2015

EDC of Okaloosa County


Nathan Sparks, Executive Director
EDC of Okaloosa County

Date

11/4/15

Enterprise Florida, Inc.



Bill Johnson, President & CEO
Enterprise Florida, Inc.

November 2, 2015

Date

**MARKETING SERVICES AGREEMENT BETWEEN
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE ECONOMIC DEVELOPMENT COUNCIL
OF OKALOOSA COUNTY**

This Agreement for Marketing Services (the Agreement”) is made by and between the Okaloosa County Board of County Commissioners (the “County”) and The Economic Development Council of Okaloosa County (the “EDC”), which parties, for valuable consideration, agree as follows:

1. **SCOPE OF SERVICES** - The EDC shall represent the County in specialized marketing services that help support the quality of life and economic vitality of the Okaloosa County area. Efforts shall be concentrated, but not limited to:
 - A. Existing industrial retention and expansion.
 - B. Workforce Development.
 - C. Targeted Industry Recruitment.

2. **EDC SERVICES TO OKALOOSA COUNTY**
 - A. Identify and communicate with site selectors seeking growth and investment in the Okaloosa County area.
 - B. Review, coordinate and assist new and expanding businesses on Federal, State and local business incentives available to them.
 - C. Provide awareness of loan and grant programs available to the County and to the Okaloosa business community, and provide assistance in qualifying candidates for these grants and loans wherever possible.
 - D. Coordinate job training services and programs with CareerSource Okaloosa-Walton and other educational partners and those businesses qualifying for training dollars.
 - E. Focus on the retention and expansion of Okaloosa County's technical workforce and business community by maintaining on on-going business contact program.
 - F. Provide marketing assistance to potential domestic and foreign investors into the Okaloosa economy.
 - G. Maintain an on-line web portal showcasing available commercial and industrial buildings and sites located within Okaloosa County.

**CONTRACT #C16-2348-CAO
ECONOMIC DEVELOPMENT COUNCIL
MARKETING SERVICES
EXPIRES: 09/30/2020 W/2-ONE
YR RENEWALS**

- H. Provide support to our local military installations and their missions and the host communities in the development and implementation plans required by the influx of realigning military and civilian personnel and their families.
 - I. Provide demographic and market research data to consultants, business investors, residents and government officials.
 - J. Work with individual members of the Board of County Commissioners and the County Administrator to coordinate objectives.
 - K. Provide periodic updates to the County of their efforts and attend Board meetings.
 - L. Provide written reports of activities as requested.
 - M. EDC shall comply with Florida Statute 125.045 "County Economic Development Powers" and submit an annual report to the County detailing how County funds were spent and detailing the results of the agencies' efforts on behalf of the County. This report must be delivered by December 31 of each year.
3. **TERMS OF THE AGREEMENT** - This Agreement will begin on January 1, 2016 and extend through September 30, 2020. This contract may be renewed for two (2) additional one-year periods on the same terms and conditions upon written agreement by both parties. This contract may be canceled by either party, in writing, without cause upon sixty (60) days written notice. Renewal of this contract shall be subject to appropriation of funds by the Board of County Commissioners.
4. **FEES & EXPENSES** - The County will fund EDC in the amount of \$132,933.00 annually for services which will be invoiced to the County on a monthly basis. Monthly invoices shall be submitted to the County Administrator. This Agreement is expressly conditioned on the appropriation by the Board on an annual basis. In the event that the Board elects not to appropriate the funding for this Agreement in any fiscal year, then this Agreement shall terminate immediately upon expiration of fiscal year for which funding was appropriated.
5. **OTHER TERMS & CONDITIONS**
- A. It is understood that the construction, interpretation and the performance of this Agreement shall be governed by the laws of the State of Florida.
 - B. It is a condition of this Agreement that the EDC shall at all times remain the designated primary party for economic development within the County by Enterprise Florida.

C. It is understood that this Agreement shall constitute the entire agreement between the County and the EDC with respect to the matters discussed herein and shall not be altered, amended, or revised except, in writing, and signed by an authorized representative of the County and the EDC. The provisions of this contract supersede all prior oral or written agreements, communications and understandings of the County and the EDC with respect to the subject matters contained herein.

REPRESENTATIVES: The authorized representative (bills to be mailed to this address) of the County shall be:

John Hofstad, Administrator
Okaloosa County Administration Building
1250 N. Eglin Parkway
Shalimar, FL
850-651-7515
850-651-7551 (Fax)
E-mail: jhofstad@co.okaloosa.fl.us

The authorized representative for The Economic Development Council of Okaloosa County shall be:

Nathan Sparks, Executive Director
1170 Martin Luther King Jr. Boulevard
Building 7, Suite 717
Fort Walton Beach, Florida 32547
850-362-6467
850-362-6471 (Fax)
E-mail: nathan@florida-edc.org

All notices required by this agreement shall be, in writing to the representative listed above with a courtesy copy to the following:

Zan Fedorak, Purchasing Director
Okaloosa County Purchasing Department
602-C North Pearl St.
Crestview, FL 32536
850-689-5960
850-689-5998 (Fax)
E-mail: i9Jlen@co.okaloosa.fl.us

Kay Rasmussen, Associate Director
Community & Economic Development
1170 Martin Luther King Jr. Boulevard
Building 7, Suite 717
Fort Walton Beach, Florida 32547
850-362-6467
850-362-6471 (Fax)
E-mail: kayr@florida-edc.org

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, and the duly authorized representative of The Economic Development Council of Okaloosa County has hereto fixed their signatures.

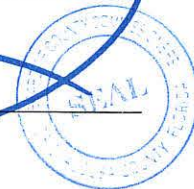
STATE OF FLORIDA
COUNTY OF OKALOOSA

This Agreement is accepted this 3rd day of November, 2015.

BOARD OF COUNTY COMMISSIONERS OF
COUNTY OF OKALOOSA, FLORIDA

BY: _____

Nathan D. Boyles
Chairman



ATTEST:

Jay J. Stafford
J.D. Peacock, II
Clerk of Court



WITNESSES:

K. [Signature]

Caroline McCoy

Kate Leath

The Economic Development Council of
Okaloosa County

BY: Nathan Sparks

Executive Director
TITLE

CA #14



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: November 17, 2015
TO: Honorable Chairman and Members of the Board
FROM: Zan Fedorak
SUBJECT: Request approval of the MOU with Enterprise Florida and EDC
DEPARTMENT: Purchasing
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of the memorandum of understanding between Enterprise Florida, Inc. and the Economic Development Council.

BACKGROUND & ANALYSIS: Enterprise Florida is the principal economic development organization for the State of Florida, designed and structured as a public-private partnership for the purpose of improving the quality of life for Floridians through the enhancement of the state's economy and economic competitiveness. The purpose of this memorandum of understanding (MOU) is to allow Okaloosa County to name the EDC as the primary partner it designates to receive lead referrals from and work with Enterprise Florida. This MOU will establish the parameters for a successful partnership between Enterprise Florida and the EDC. This partnership will allow the EDC to share information about Enterprise Florida programs and activities to local constituents, local government, chambers of commerce and other organizations that support local economic development initiatives. The MOU also established that the EDC will serve as the primary point of contact for Enterprise Florida to supply disaster recovery information and assistance to businesses throughout Okaloosa County. This MOU will become effective upon signing by Enterprise Florida, the EDC, and the Chairman. Legal has assisted with the coordination of the MOU. Staff requests Board approval of the MOU and authorization for the Chairman to sign the document.

OPTIONS: Approve/Deny authorization for the Chairman to sign the MOU between Enterprise Florida, Inc. and the Economic Development Council.

RECOMMENDATION: Staff recommends approval of and authorization for the Chairman to sign the MOU between Enterprise Florida, Inc. and the Economic Development Council.

RECOMMENDED BY: Zan Fedorak, Director *Zan Fedorak* 11/10/2015

Memorandum of Understanding (MOU)
Between
Enterprise Florida, Inc. (EFI)
And
EDC of Okaloosa County

I. Background

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IV. Designation Of Primary Partner

Okaloosa County designates **EDC of Okaloosa County** as its primary economic development organization to receive lead referrals from and work with Enterprise Florida to develop prospect proposal responses. By written notice, **Okaloosa County** may change its primary partner designation at any time.

Under this MOU Enterprise Florida and **EDC of Okaloosa County** will maintain their own autonomy while collaborating to increase job creation for the local area, region and state.

V. Parties' Roles & Responsibilities

As the competition for job creation opportunities becomes more intense, Enterprise Florida and **EDC of Okaloosa County** can greatly improve chances of success by performing tasks that coordinates efforts and leverages the strengths of both entities.

VI. Partnership

EDC of Okaloosa County will share information about Enterprise Florida programs and activities to local constituents, local government, chambers of commerce and other organizations that support local economic development initiatives. This information may be shared through **EDC of Okaloosa County's** website, brochures, pamphlets, area broadcast media, and other appropriate channels.

EDC of Okaloosa County agrees to serve as the primary point of contact for Enterprise Florida to supply disaster recovery information and assistance to businesses throughout **Okaloosa County**.

VII. Business Development

Enterprise Florida is responsible for generating prospect leads at the state level and disseminating those leads to the primary partner in each county that meets the project's stated criteria for a relocation/expansion site. **EDC of Okaloosa County** will make every effort to connect with Enterprise Florida early in the prospect development phase to maximize Florida's chances of success. Enterprise Florida will provide continuing technical assistance and project support as needed.

1. As mutually agreed, Enterprise Florida will support projects, initiatives and prospect development activities of **EDC of Okaloosa County**. In turn, **EDC of Okaloosa County** will alert Enterprise Florida of said activities and needed assistance with as much advance notice as possible.
2. **EDC of Okaloosa County** agrees to the best of their ability to conduct regular business retention visits with **Okaloosa County** companies to ensure that existing businesses receive the assistance necessary to stay and grow in Florida. Enterprise Florida offers programs and services to assist primary partner with business retention & expansion efforts.
3. Upon request Enterprise Florida will provide **EDC of Okaloosa County** with information and technical assistance on state-level business incentive programs and other resources that support job growth. Working in cooperation with the Florida Department of Economic Opportunity and other agencies, as appropriate, Enterprise Florida will offer advice and guidance to **EDC of Okaloosa County** in completing applications for state incentives programs.
4. **EDC of Okaloosa County** will make every effort to inform Enterprise Florida of job announcements at the earliest opportunity.
5. Enterprise Florida will establish standards for local primary partner responses to prospect inquiries. **EDC of Okaloosa County** agrees to adhere to the established standards and respond "Yes" or "No" about its intent to respond to project referrals.
6. Enterprise Florida regularly produces time sensitive reports, documents and publications on economic development in Florida. **EDC of Okaloosa County** will provide data to Enterprise Florida on a timely basis that supports these efforts. Information requested may include data relative to strategies, industries, community assets, trends, analysis, marketing, funding, et.al.

VIII. Marketing & Communication

1. Enterprise Florida will lead the efforts for statewide economic development marketing, research, advertising and public relations, with input and involvement by primary partners. **EDC of Okaloosa County** agrees to support Enterprise Florida's cooperative marketing programs, when appropriate, including statewide coordinated prospect events, trade missions, and advertising/public relations campaigns.
2. Enterprise Florida is responsible for marketing and branding Florida as a pro-business destination. **EDC of Okaloosa County** is responsible for marketing its respective communities, defining its economic vision and image, and ensuring that the messaging does not contradict established statewide marketing/branding strategy.

3. **EDC of Okaloosa County** may use the eflorida.com logo on marketing materials, ads and promotional material with prior approval. Use of the logo does not imply that the organization represents EFI or is affiliated in anyway outside of the scope of this agreement. **EDC of Okaloosa County** will provide Enterprise Florida with a courtesy copy of any materials that include the eflorida.com logo.

IX. Terms of Agreement

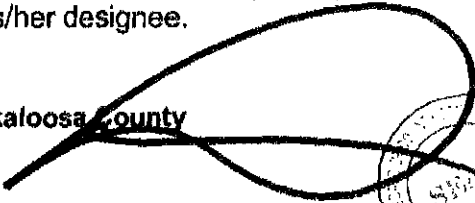
This MOU will become effective upon signing by both Enterprise Florida and **EDC of Okaloosa County** and will remain in force until Enterprise Florida is notified in writing that **Okaloosa County** has appointed a different organization to lead its economic development efforts or is no longer interested in continuing this agreement.

This MOU may be amended by mutual agreement of both parties in writing.

X. Approvals

Okaloosa County's approving signatory shall be the Chairman of the County Commission or his/her designee.


Okaloosa County


Name, Title **NATHAN D. BOYLES, CHAIRMAN**
Okaloosa County

Date

Nov. 19, 2015

EDC of Okaloosa County


Nathan Sparks, Executive Director
EDC of Okaloosa County

Date

11/4/15

Enterprise Florida, Inc.



Bill Johnson, President & CEO
Enterprise Florida, Inc.

November 2, 2015

Date

Teresa Ward

From: Teresa Ward
Sent: Monday, November 16, 2015 8:59 AM
To: Zan Fedorak (zfedorak@co.okaloosa.fl.us)
Cc: Kay Godwin (kgodwin@co.okaloosa.fl.us); Gary Stanford
Subject: MOU with Enterprise Florida and EDC

Please remember the Chairman's signature block is to be completed before being sent to BCC Records.
Teresa

CA #14

Teresa Ward

From: Teresa Ward
Sent: Monday, November 16, 2015 9:01 AM
To: Zan Fedorak (zfedorak@co.okaloosa.fl.us)
Cc: Kay Godwin (kgodwin@co.okaloosa.fl.us); Gary Stanford
Subject: MOU with Enterprise FL and EDC

Also, on this item the signature of Bill Johnson, Enterprise FL, appears to be a photocopy. Please verify.

Teresa Ward

From: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Sent: Monday, November 16, 2015 9:28 AM
To: Teresa Ward
Subject: FW: Okaloosa EDC MOU

Teresa,

Please see Greg's clarification of the EDC MOU below.

Thanks
Zan

-----Original Message-----

From: Greg Stewart
Sent: Monday, November 16, 2015 9:26 AM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Subject: Re: Okaloosa EDC MOU

It is not an agreement with the County. It is solely an acknowledgement of the County to the appointment of EDC as the designated representative . There are no obligations on the part of the County.

Gregory T. Stewart
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Zan Fedorak
Sent: Monday, November 16, 2015 9:13 AM
To: Greg Stewart
Subject: FW: Okaloosa EDC MOU

Good Morning Greg,

We have Nathan Sparks original signature but not EFI and Teresa is questioning that. Can you give me the history on this? Maybe I can work this out with her.

Thanks
Zan

-----Original Message-----

From: Greg Stewart
Sent: Thursday, November 05, 2015 1:47 PM

To: Nathan Sparks <nathan@florida-edc.org>
Cc: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Subject: Re: Okaloosa EDC MOU

I would prefer one with original signature of EDC. Send to Zan

Sent from my iPhone

> On Nov 5, 2015, at 1:37 PM, Nathan Sparks <nathan@florida-edc.org> wrote:

>
> Thanks, Greg...so to clarify, does the electronic version work, or would you like me to send the one with the EDC's original signature? If so, just let me know where to send. Thanks.

>
> -----Original Message-----

> From: Greg Stewart [mailto:gstewart@co.okaloosa.fl.us]
> Sent: Thursday, November 05, 2015 12:36 PM
> To: Nathan Sparks
> Cc: Zan Fedorak
> Subject: Re: Okaloosa EDC MOU

>
> That will work

>
> Sent from my iPhone

>
>> On Nov 5, 2015, at 12:34 PM, Nathan Sparks <nathan@florida-edc.org> wrote:

>>
>> Greg, as promised, the executed MOU with Enterprise Florida lacking only the County's signature is attached. Please let me know if this is sufficient...I only have an electronic copy from EFI but can certainly send one that includes the EDC's original signature should you need it.

>>
>> Thanks,
>> Nathan

>>
>> -----Original Message-----

>> From: donotreply@florida-edc.org [mailto:donotreply@florida-edc.org] On Behalf Of donotreply@
>> Sent: Thursday, November 05, 2015 12:33 PM
>> To: Nathan Sparks
>> Subject: Okaloosa EDC MOU

>>
>> Reply to: donotreply@florida-edc.org <donotreply@florida-edc.org> Device Name: EDC of Okaloosa County Device
Model: MX-3640N

>> Location: Building 7

>>
>> File Format: PDF (Medium)

>> Resolution: 200dpi x 200dpi

>>
>> Attached file is scanned image in PDF format.
>> Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
>> Adobe(R)Reader(R) can be downloaded from the following URL:
>> Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

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