

**FUNDING AGREEMENT FOR THE NASSAU COUNTY ECONOMIC
DEVELOPMENT BOARD, INC.
FISCAL YEAR 2023/2024**

Tms FUNDING AGREEMENT FOR THE NASSAU COUNTY ECONOMIC DEVELOPMENT BOARD, INC. FOR FISCAL YEAR 2023/2024 (hereinafter "Agreement") is entered by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **NASSAU COUNTY ECONOMIC DEVELOPMENT BOARD, INC.**, a Florida Not for Profit Corporation.

WHEREAS, the Florida Legislature has declared the legislative intent to enhance and expand economic activity by attracting and retaining manufacturing development, business enterprise management and other activities conducive to economic promotion in order to facilitate growth and creation of business enterprises by the adoption of Section 125.045, Florida Statutes; and

WHEREAS, pursuant to Section 125.045, Florida Statutes, the Nassau County Board of County Commissioners is authorized to expend funds to attract and retain business enterprises; and

WHEREAS, the County has continued to support economic development through the Economic Resources operations in conjunction with partners throughout the community; and

WHEREAS, the use of the public funds toward the achievement of economic development, which includes, but is not limited to, the development and improvement of local infrastructure, the issuance of bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, the lease or conveyance of real property, and the provision of grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community has been determined by the Florida Legislature to constitute a public purpose; and

WHEREAS, pursuant to Section 125.045, Florida Statutes, the County may contract with an entity engaged in economic development activities on behalf of the County pursuant to the requirements of that statute; and

WHEREAS, the Nassau County Economic Development Board, Inc., has been formed to further economic development in Nassau County; and

WHEREAS, the County desires successful economic development within Nassau County that will leverage Nassau County's competitive market position by attracting new business and fostering business expansion; and

WHEREAS, pursuant to the provisions of the Section 125.045, Florida Statutes, the County is desirous of entering into a funding agreement with the Nassau County Economic Development Board, Inc., to further the economic efforts in Nassau County.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1. RECITALS.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. FUNDING.

2.1 For the services outlined in this Agreement, the County shall pay to the Nassau County Economic Development Board, Inc., the sum of One-Hundred Fifty Thousand Dollars (\$150,000) and shall make payment in quarterly installments in the months of December, February, May and August.

2.2 The County's performance and obligation under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 3. USE OF FUNDS.

3.1 The funds provided by the County to the Nassau County Economic Development Board, Inc., under this Agreement shall be used exclusively to retain existing businesses in the County and to attract new businesses to the County. To that end, the Nassau County Economic Development Board, Inc., shall:

- a.** forge a public/private partnership between the County and the local business community;
- b.** serve as the point of contact and intake for applicants seeking to utilize the local economic development grant incentive program pursuant to the Nassau County Economic Development Grant Program (EDG) found at Sections 1-181 -1-185 of the Nassau County Code of Ordinances. However, the Nassau County Economic Development Board, Inc., does not have authority to negotiate any local incentive/grant established in the County Code of Ordinances, or, any other incentive/grant that requires the payment of monies by the County or that utilizes County funds/assets to warranty an incentive/grant;
- c.** actively seek to generate new industry and jobs;

- d. assist in new businesses relocation to the County;
- e. develop a multi-faceted funding program for the Nassau County Economic Development Board, Inc. and its economic development activity;
- f. develop a comprehensive program to assist, encourage, facilitate, and assist existing businesses to continue to operate or to expand their operations, thus leading to enhanced employment opportunities;
- g. develop a marketing outreach plan that will identify, attract, and recruit new businesses and industries to Nassau County and provide a copy to the County Manager; and
- h. make appearances before the Board at the Board's request and may any reports deemed necessary by both boards;
- i. not perform any of the services set forth herein for any other association, governmental body or entity; and

3.2 The Executive Director of the Economic Development Board, Inc., shall not perform any services for any other association, governmental body or entity, unless that association, governmental body, or entity is charged for his or her services and further that the Executive Director shall not perform any other services if the performance of those services in any way causes him or her not to devote the majority of time to economic development in Nassau County.

3.3 The Nassau County Board of County Commissioners shall have the right to appoint one member to serve on the Nassau County Economic Development Board, Inc.

SECTION 4. TERM OF AGREEMENT AND OPTION TO AMEND.

4.1 The term of this Agreement shall commence on October 1, 2023 and terminate on September 30, 2024, unless terminated by either party thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

4.2 This Agreement may be amended only in writing by mutual consent of parties.

SECTION 5. REPORTING REQUIREMENTS.

5.1 Pursuant to Section 125.045, Florida Statutes, on or before May 1, 2024, the Nassau County Economic Development Board, Inc., shall submit an audit report to the County and the Nassau County Clerk of Court detailing how County funds were spent and detailing the results of the Nassau County Economic Development Board, Inc.'s efforts on behalf of the County. The audit report shall be provided in the format specified by the Office of Economic and Demographic

Research. Additionally, the Nassau County Economic Development Board, Inc., shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Nassau County Economic Development Board, Inc., to provide the audit report by the time specified shall result in the termination of this Agreement and the reimbursement by the Nassau County Economic Development Board, Inc., of all funds distributed for which no audit report was submitted.

5.2 A copy of this audit report shall be filed with the Office of Economic and Demographic Research. The County shall ensure that a copy of the audit report shall be posted to the County's website. The parties acknowledge that pursuant to Section 125.045, Florida Statutes, the County annually shall report to the Office of Economic and Demographic Research the economic development in excess of Twenty-Five Thousand Dollars (\$25,000) given to any business during the County's previous fiscal year.

SECTION 6. GOVERNMENT IN THE SUNSHINE; FLORIDA PUBLIC RECORDS LAW AND THE AMERICANS WITH DISABILITIES ACT.

6.1 The Nassau County Economic Development Board, Inc., shall comply with the provisions of Section 119.07, Florida Statutes, Section 286.011, Florida Statutes, except those records, pursuant to Section 288.075, Florida Statutes, that are deemed confidential and exempt from Section 119.07(1), Florida Statutes.

6.2 All facilities, programs and services provided by the Nassau County Economic Development Board, Inc., shall be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA) shall be considered a breach of this Agreement and may result in termination of this Agreement.

6.3 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE NASSAU COUNTY ECONOMIC DEVELOPMENT BOARD, INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE NASSAU COUNTY ECONOMIC DEVELOPMENT BOARD, INC.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Nassau County Economic Development Board, Inc. is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Nassau County Economic Development Board, Inc. shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- 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 this chapter 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 Agreement term and following completion of the Agreement if the Nassau County Economic Development Board, Inc. does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Nassau County Economic Development Board, Inc. or keep and maintain public records required by the County to perform the service. If the Nassau County Economic Development Board, Inc. transfers all public records to the County upon completion of the Agreement, the Nassau County Economic Development Board, Inc. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Nassau County Economic Development Board, Inc. keeps and maintains public records upon completion of the Agreement, the Nassau County Economic Development Board, Inc. shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

6.4 A request to inspect or copy public records relating to the County's Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Nassau County Economic Development Board, Inc. of the request, and the Nassau County Economic Development Board, Inc. shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

6.5 If the Nassau County Economic Development Board, Inc. does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

6.6 If the Nassau County Economic Development Board, Inc. fails to provide the public records to the County within a reasonable time, the Nassau County Economic Development Board, Inc. may be subject to penalties under Section 119.10, Florida Statutes.

6.7 If a civil action is filed against the Nassau County Economic Development Board, Inc. to compel production of public records relating to the Agreement, the Court shall assess and award against the Nassau County Economic Development Board, Inc. the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Nassau County Economic Development Board, Inc. unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Nassau County Economic Development Board, Inc. has not complied with the request, to the County and to the Nassau County Economic Development Board, Inc..

6.8 A notice complies with this Section, if it is sent to the County's custodian of public records and to the Nassau County Economic Development Board, Inc. at the Nassau County Economic Development Board, Inc.'s address listed on its Agreement with the County or to the Nassau County Economic Development Board, Inc.'s registered agent.

6.9 If the Nassau County Economic Development Board, Inc. complies with a public records request within eight (8) business days after the notice is sent, the Nassau County Economic Development Board, Inc. is not liable for the reasonable costs of enforcement.

6.10 In reference to any public records requested under this Agreement, the Nassau County Economic Development Board, Inc. shall identify and mark specifically any information which Nassau County Economic Development Board, Inc. considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Nassau County Economic Development Board, Inc. believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

6.11 In conjunction with the confidential and/or proprietary information designation, the Nassau County Economic Development Board, Inc. acknowledges and agrees that after notice from County, the Nassau County Economic Development Board, Inc. shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Nassau County Economic Development Board, Inc. shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

6.12 The Nassau County Economic Development Board, Inc. further agrees that by designation of the confidential/proprietary material, the Nassau County Economic Development Board, Inc. shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Nassau County Economic Development Board, Inc.'s designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Nassau County Economic Development Board, Inc.'s designation of material as exempt from public disclosure.

SECTION 7. TERMINATION.

7.1 If the Nassau County Economic Development Board, Inc., fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than

fifteen (15) days after notice thereof was given in writing by the County, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

7.2 The County reserves the right to terminate this Agreement in whole or part by giving the Nassau County Economic Development Board, Inc., written notice at least thirty (30) days prior to the effective date of the termination.

SECTION 8. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS.

8.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

8.2 The Nassau County Economic Development Board, Inc., shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 9. NO ASSIGNMENT.

9.1 The Nassau County Economic Development Board, Inc., shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

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IN **WITNESS WHEREOF**, the parties hereto have caused the foregoing Agreement to be executed the last day and year written below.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: JOHN MARTIN

Its: Chairman

Date: _____

Attest to the authenticity of the
Chairman's signature:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney:

C.,,

DENISE C. MAY, Esq.

NASSAU COUNTY ECONOMIC
DEVELOPMENT BOARD, INC.

Sherri Mitchell

Print: Sherri Mitchell

Its: Executive Director

Date: 10/19/2023