

City of South Daytona
Redevelopment Department

Post Office Box 214960 • South Daytona, FL 32121 • (386) 322-3016 • Fax (386) 322-3029



Memorandum

To: James L. Gillis, Jr., City Manager
From: Patty Rippey, Redevelopment Director
Date: September 16, 2020
Subject: FY 2020-2021 Team Volusia Economic Development Corporation Contract

AGENDA ITEM

D15 DATE 9/29/20

Introduction:

This memorandum serves to request approval and signature of the attached FY 2020-2021 Team Volusia Economic Development Corporation (Team Volusia) contract.

Background Information:

Team Volusia is a public/private not-for-profit corporation, founded in late 2010 and whose primary mission is to market and recruit business from outside of the area to Volusia County. An autonomous entity, the organization is a valuable part of the economic development delivery system and works in partnership with state and county agencies, municipalities, area Chambers of Commerce and other resource partners to achieve county-wide economic goals. Team Volusia EDC's program and services are partially funded through contracts with Volusia County and many of the municipalities located within the county. Additional funds are raised from private sector companies and organizations. The City has been a member of Team Volusia since 2011.

Examples of specific services provided to the City include: demographic data, marketing and promotional efforts, educational opportunities, site selection meetings/site visits with company prospects, quarterly reports including business development outreach, site selection prospect progress by stages and annual reports including creation of jobs in Volusia County.

Additionally, I have attended the International Council of Shopping Centers in the past as part of the Team Volusia contingency, including August 2019. It is a worthwhile event to meet retailers and restaurants looking to expand into new markets. As our residential sector expands with the development of the Enclave at 3230 S. Ridgewood Avenue apartments and the condominiums/townhomes development project on the river, there will be greater opportunities to attract those retailers and restaurants to the City.

If approved, the City would remit \$10,000 to the Team Volusia Economic Development Corporation and qualify for a seat on the TVEDC Executive Committee. The proposed fee has been budgeted in the Redevelopment Trust Fund in FY 2020-21.

Recommendation:

Staff recommends approval and signature of the Team Volusia contract.

Attachments:

1. Attachment 'A' – FY 2020-2021 Team Volusia Economic Development Corporation Contract

ATTACHMENT 'A'

**FY 2020 – 2021 TEAM VOLUSIA
ECONOMIC DEVELOPMENT CORPORATION CONTRACT**



TEAMVOLUSIA
GREATER DAYTONA REGION

September 4, 2020

Les Gillis, Jr.
City of South Daytona
1672 S Ridgewood Avenue
South Daytona , FL 32119

Dear Les,

As your City enters the 2020/2021 budget and planning cycle, please accept this updated draft of your current Team Volusia Economic Development Corporation Agreement. It is our hope that you find this agreement useful as a worksheet in assisting you with your 2020/2021 budgeting and planning.

We have mirrored the program requirements of the 2019/2020 agreement, as well as updated the population figures which we obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) Population Studies Program. This site is located at <http://www.bebr.ufl.edu/population>.

We look forward to hearing from you and encourage you to please contact us concerning any area of additional needs by your City and City Council. We at Team Volusia EDC look forward to continuing our relationship with your City as together we bring economic prosperity to Volusia County.

Respectfully,

Keith A. Norden, CEcD
President and CEO

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020 by and between the City of South Daytona, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

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

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

WHEREAS, the City Commission of the City of South Daytona has agreed to appropriate the amount of **Ten Thousand Dollars and .00 cents (\$10,000.00)** in the budget for the fiscal year 2020-2021 to support economic development activities, such sum qualifies the City for a seat on TVEDC Executive Committee.

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

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

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to TVEDC the sum of *Ten Thousand Dollars and .00 cents (\$10,000.00)* ("City Funding"), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2020. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

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

6. **Economic Development Intent.** It is clearly intended for TVEDC to primarily focus all of its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2020 and shall continue in force for a one-year period ending September 30, 2021. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
 - b. Written notice by either party to the other party of termination of the Agreement for failure or breach of the other party to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

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

City: City Manager
City of South Daytona
1672 S Ridgewood Avenue
South Daytona, FL 32119

TVEDC: Keith A. Norden, CECd
President and CEO
Team Volusia Economic Development Corporation

One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.
12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2020.

CITY OF SOUTH DAYTONA a Florida Municipal Corporation.

By:	_____	Date: _____
	City of South Daytona, Mayor	
Attest:	_____	Date: _____
	City of South Daytona, City Manager	
Attest:	_____	Date: _____
	City of South Daytona, City Clerk	

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

By:	_____	Date: _____
Title:	_____	
Attest:	_____	Date: _____