

**Columbia County Board of County Commissioners and Florida
Institute of Government at Florida State University
Letter of Agreement for Professional Services
Fiscal Year 2016-2017**

This letter of agreement, entered into as of the last date signed between the COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as "COUNTY", and the Florida State University Board of Trustees, acting for and on behalf of the FLORIDA INSTITUTE OF GOVERNMENT AT FLORIDA STATE UNIVERSITY, located at 3200 Commonwealth Blvd., Suite 7, Tallahassee, Florida 32303, hereafter referred to as "INSTITUTE", defines the professional services and payment schedule to be provided by the INSTITUTE to the COUNTY. This agreement covers the period **beginning October 1, 2016 ending no later than September 30, 2017**, unless amended in writing by both the COUNTY and INSTITUTE.

For and in consideration of the mutual agreements herein set forth, the COUNTY and INSTITUTE mutually agree as follows:

Scope of Work/Deliverables

- I The INSTITUTE, in cooperation with designated COUNTY staff and/or project representatives, agrees to provide the following professional services in order to support and advance the economic development interests of the COUNTY:
1. Serve as a liaison and conduit of business intelligence for the County related to potential projects and project leads that may surface through EFI, regional inquiries, and/or private entities for the County.
 2. Coordinate directly with the County and/or designated parties to respond to leads or Request for Proposals related to projects conducive to Columbia County.
 3. Continue to conduct and narrow focus of an inventory of existing economic development assets within and in close proximity to Columbia County including properties, sites, and buildings available for development; available workforce talent and labor; available infrastructure to support expansion of existing and/or new development; available post-secondary and technical education and training institutions, programs and services; and natural resources and other unique assets that can be promoted.
 4. As appropriate and in cooperation with community leaders, develop a list and description of targeted industries based on the available

assets identified within the County and in concert with the Strategic Sites Inventory initiative.

5. Per availability of funds, conduct second phase of due diligence on sites identified in Phase 1 of Strategic Sites Inventory (SSI) Project as high potential for private sector development in targeted industries for Columbia County.
6. Develop and pursue technical assistance grants through DEO to further the "master planning" and further delineation of high potential, quality sites for private development in the County.
7. Upon request, provide technical assistance directly on specific economic development projects the County is engaged in;
8. Provide economic development training and education programs designed to increase and strengthen the community's capacity to compete for economic development projects.

II. The COUNTY agrees to:

- A. Designate County staff and/or appoint representatives as the primary contacts to work in cooperation with the INSTITUTE on all aspects of this Agreement.
- B. Assist the INSTITUTE in identifying resources that can provide relevant data and information for this Agreement.
- C. Pay the INSTITUTE the agreed upon fixed fee of \$10,000 for the purposes of this Agreement. The full fee shall be remitted within the first six months of the term of this Agreement to assist in the underwriting of the expenses related to the Agreement including travel and staff time.

III. Amendments and Termination of Agreement

1. No amendment or variation of terms of this agreement shall be valid unless made in writing and signed duly authorized representatives of both the COUNTY and the INSTITUTE.
2. This Agreement may be canceled by either the COUNTY or INSTITUTE without cause upon thirty (30) days written notice to the other party. In the event of early termination by the INSTITUTE with or without cause or in the event of termination by the COUNTY *with cause*, a pro rata portion of the fees for the unexpired term of the Agreement and paid by the COUNTY shall be returned to the COUNTY. In the event of termination by the COUNTY *without cause* the INSTITUTE shall not be

obligated to return any portion of the fees paid to it by the COUNTY.

IV. Term of Agreement

The term of this agreement shall commence October 1, 2016 and shall end September 30, 2017, unless amended in writing and executed with requisite formalities by both parties.

V. Ownership of Materials/Records

In accordance with Florida Statutes section 119.0701, the Institute shall:

1. Keep and maintain all public records required by the County to perform the services to be rendered under this Agreement.
2. 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.
3. 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 Institute does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Institute created or received in connection with this Agreement or keep and maintain said public records as required by the County to perform the service. If the Institute transfers all public records to the County upon completion of the contract, the Institute shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Institute keeps and maintains the public records upon completion of the Agreement, then the Institute shall meet all applicable requirements for retaining public records as provided by law. All records stored electronically must 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.
5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 758-1326,

penny_stanley@columbiacountyfla.com, PO BOX 1529, Lake City, FL 32056.

VI. Termination Options

- a. This Agreement may be canceled by either the COUNTY or INSTITUTE without cause upon thirty (30) days written notice to the other party.

Either party shall have the right to terminate this Agreement immediately for cause. For purposes of this Agreement, "cause" shall mean the happening of an Event of Default (as defined herein) by the other party. Such termination shall be effective upon written notice to the defaulting party, identifying the Event of Default upon which termination was based. The following events shall constitute an "Event of Default":

1. Any covenant or agreement of either party contained herein or in any other agreement between the COUNTY and the Institute is not performed and such failure or breach, if capable of being remedied, is not remedied within thirty (30) days after the defaulting party has been notified of such failure or breach; or
 2. Any bankruptcy, insolvency, domestic or foreign, is instituted by or against either party; or
 3. Either party shall become insolvent, generally shall fail or be unable to pay its debts as they mature, shall admit in writing its inability to pay its debts as they mature, shall make a general assignment for the benefit of its creditors, shall enter into any composition or similar agreement, or shall suspend the transaction of all or a substantial portion of its usual business.
- b. The Institute may cancel this Agreement in the event the COUNTY refuses reasonable public access to all documents, papers, letters, or other materials made or received by the COUNTY in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

VII. Marketing and Promotion

The COUNTY will not use the Florida State University ("University") or the INSTITUTE'S logo, name, trademark, and/or copyrights, or any other identifying marks or property for any advertising or COUNTY purposes except as provided in this Agreement or unless the COUNTY receives written approval from the University or Institute.

VIII. Governing Law and Venue

This Agreement is governed by the laws of the State of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue is in Columbia County, Florida.

IX. Entire Agreement, Attachments, and Priority

The entire understanding of the parties shall consist only of the terms and conditions contained in this Agreement along with any Purchase Orders issued by Florida State University. This Agreement along with FSU Purchase Orders supersedes any prior proposals, commitments or representations of any kind, whether oral or written.

X. Severability

In the event that any provisions of this Agreement shall be held invalid or unenforceable, such holding or such unenforceability or invalidity shall not render any other term or provision hereof invalid or unenforceable, and all other terms and provisions shall be enforceable and valid.

XI. Captions

The paragraph headings and captions contained herein are for references only, and shall not be considered as substantive parts of this Agreement. The use of the singular or plural form shall include the other form, and the use of the masculine, feminine, or neutral gender shall include the other genders.

XII. Force Majeure

Neither party shall be responsible or liable for any failure to perform, hereunder, if such failure is caused by the Acts of God, acts of government, strikes or labor disputes, failures of transportation, fire, flood, or other casualty, failure of subcontractors or suppliers, acts of terrorism, or any other cause (whether or not similar or any specified herein) beyond the parties' reasonable control.

XIII. Waiver

Failure of either party to enforce provision of this Agreement shall not be considered a waiver of that party's right to enforce said provision or any other provisions included herein.

XIV. Notices/Primary Contacts

Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and shall be deemed given when sent or when deposited, postage prepaid, in the United States mail, addressed as set forth below or to such other address as either of the parties shall advise the others in writing.

XV. Agreement Primary Contacts

Jeff Hendry, Director
The John Scott Dailey Florida Institute of
Government at Florida State University
3200 Commonwealth, Suite 7
Tallahassee, Florida 32303
Telephone: (850) 487-1870
Fax: (850) 487-0041
E-Mail: jhendry@iog.fsu.edu

Glenn Hunter, Executive Director
Columbia County Economic Development
164 NW Madison Street, #103
Lake City, Florida 32055
(386) 758-1033
ghunter@columbiacountyfla.com

XVI. Modification/Amendment

No modification of any part or provision of this Agreement shall be valid or binding unless in writing and executed by both parties hereto. This Agreement may be amended upon mutual written agreement of term(s).

XVII. Assignability

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party.

XVIII. Limited Representation and Disclaimer of Warranties

Both parties represent and warrant they have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder.

XIX. Litigation

In the event of litigation between the parties hereto, each party agrees to be liable and responsible for its own costs, expenses and legal fees, including attorney fees and costs.

XX. Indemnification and Liability

Each party hereby assumes any and all risks of personal injury and property damage attributable to the acts or omissions of that party and/or the officers, employees, or agents thereof. The parties acknowledge that the State of Florida, its agencies and political subdivisions cannot be sued unless sovereign immunity is waived; that the power to waive sovereign immunity is vested exclusively in the Legislature, and that consent to be sued may only be effectuated by legislative act. Therefore the parties agree that nothing contained in this Agreement shall be construed or interpreted as consent on the part of the State of Florida to be sued nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, or as denying to either party any remedy or defense available to such party under the laws of Florida.

XXI. Consents, Approvals and Requests

Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either party under this Agreement shall be in writing and not unreasonably withheld. Each party shall make only reasonable requests under this Agreement.


XXII. Lobbying

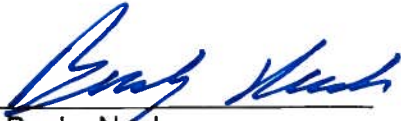
The Institute is prohibited from using compensation received under this Agreement for lobbying the Florida Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive or judicial branch of state government.

Witness the Hands and Seals of the parties hereto:

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, acting for
and on behalf of the Florida Institute
of Government at Florida State
University


COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: 
Dr. Sally E. McRorie, PhD
Provost
Florida State University

BY: 
Bucky Nash
Chairman
Columbia County BOCC

DATE: 10/1/2016

DATE: 9-15-16

ATTEST: , D.C.
for P. DeWitt Cason
Clerk of Court

APPROVED AS TO FORM AND
CORRECTNESS:


Joel F. Foreman, County Atty.