

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES
BETWEEN
CITY OF HAINES CITY, FLORIDA
AND
HAINES CITY ECONOMIC DEVELOPMENT COUNCIL, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES (“First Amendment”) dated into and made effective on October 4, 2022, by and between the CITY OF HAINES CITY, FLORIDA, a Florida municipal corporation, hereinafter referred to as (“City”), and the HAINES CITY ECONOMIC DEVELOPMENT COUNCIL, INC., a Florida not-for-profit corporation, hereinafter referred to as (“Council”).

WITNESSETH

WHEREAS, the City and Council have previously entered into an Agreement for Services dated October 17, 2019 (the “Agreement”) for a five-year term.

WHEREAS, the parties have engaged in recent discussions and negotiations to amend the Agreement for Services.

WHEREAS, the City acknowledges that the measures for the services and grants of municipal funds to a non-profit corporation requires the City’s finding that such funds will be expended to fulfill a public purpose and requires periodic auditing and reporting to ensure that such funds will be used only for a public purpose.

WHEREAS, the parties expressly acknowledge that economic development is not exclusively a governmental function and the parties expressly seek to establish a contractual relationship in which the Council will provide economic development services that will provide an overall benefit to prospective and existing businesses that locate within the City and the Central Florida area, but the parties expressly acknowledge that the City has not delegated authority to the Council and the Council will not have the authority to act on behalf of City to accomplish the City’s economic development goals.

WHEREAS, the parties expressly acknowledge that (i) the City, through the City Commission, City Manager, Community Development Services Department, Utility Services Department, City Attorney, and other City staff members, formulate and pursue economic development policies and goals on behalf of the City, (ii) that the City's economic development policies and goals are established through a decision-making process at open public meetings during which citizens have the ability to participate in the process by providing public comments, and (iii) that the City is obligated to comply with the requirements of the Sunshine Law and Public Records Act.

WHEREAS, the parties expressly acknowledge and agree that the City shall retain dominion and control over the City's economic development policies, goals, and the decision-making process for establishing such policies and goals.

WHEREAS, the Council is a private, not-for-profit corporation organized under the laws of the State of Florida, and is open to individuals or organizations with an interest in economic development of the state and is made up primarily of companies, individuals, post-secondary education institutions, and workforce development boards.

WHEREAS, the Council is managed by a board of directors made up of public and private sector members.

WHEREAS, the City has determined that the development, marketing, consulting and coordinating of economic opportunities that lead to jobs and ad valorem growth constitutes public purposes, to wit:

- a) Business recruitment and retention of existing private sector business that create jobs, invest in the community, and contribute to the welfare of citizens of the City and the Central Florida area.
- b) Development and retention of existing businesses (including minority owned businesses).
- c) Promotion of business and industrial parks within the City of Haines City, its utilities service area, and Central Florida area.
- d) Using Council's best effort to promote and foster the best possible pro-business environment concerning the City and the Central Florida area.
- e) Assisting prospective companies in coordination and application for workforce training grants and ancillary funding sources which periodically become available through federal, state, and local government programs.

f) Advising prospective companies about economic development incentive programs which periodically become available through federal, state, and local government.

WHEREAS, the City and Council acknowledge that federal, state and local laws and regulations may apply to Council regarding its performance of the Agreement, as amended, non-profit status under the internal Revenue Code, corporate records and meeting requirements, lobbying efforts, occupational licenses and business operations

WHEREAS, the Council desires to perform the following activities to encourage, support and promote economic development and growth opportunities in the City of Haines City, Florida:

a) Advise and inform private business concerns located outside of the City, existing businesses and the businesses community of the availability of opportunities within the City of Haines City and within its utilities service area of which they may take advantage and counsel them regarding their suitability to participate in available federal, state, and local economic development programs and grants.

b) Work to develop existing private sector businesses (including minority owned businesses).

c) Advise and inform private business concerns on strategies designed to promote and foster the best possible pro-business environment within the City and the Central Florida area.

WHEREAS, the Council agrees to perform these activities under the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises, representations, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Council agree as follows:

1. The parties expressly acknowledge and agree that the above Recitals shall be incorporated herein and shall constitute material terms of this First Amendment.

2. Paragraph 5 of the Agreement shall be amended to state:

“The City will pay Council the total sum of Two Hundred Seven Thousand Dollars (\$207,000.00) annually payable in equal quarterly payments on or before the fifth day of the beginning each quarter during the remainder of the term of the Agreement, as amended.”

3. Paragraph 6 of the Agreement shall be amended to state:

“The parties agree that the term of this First Amendment will commence on the execution date of this First Amendment and shall continue for two (2) years from

the date of the execution of this First Amendment. Prior to August 1st of any year that the Agreement, as amended, is in existence, either party hereto can notify the other that the Agreement is not to continue beyond the current fiscal year. In addition, either party may terminate this agreement by providing the other with ninety (90) days written notice of termination for any reason or no reason. In the absence of any such notification, the Agreement, as amended, will run from year to year up to the maximum period of two (2) years.”

4. All other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment at Haines City, Florida, this day and year first above written.

Witnesses:

HAINES CITY ECONOMIC
DEVELOPMENT COUNCIL, INC.,
A Florida Non-Profit Corporation

Print Name: _____

By: _____
Print: Cynthia Jantomaso
As Its: President/CEO

CITY OF HAINES CITY, FLORIDA
A Municipal Corporation

Print Name: _____

By: _____
Anne Huffman,
Mayor-Commissioner

ATTEST TO:

By: _____
Erica Sanchez, Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Print: Fred Reilly
As Its: City Attorney