

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, A.D., 19____, by and between the City of Gainesville, Florida doing business as Gainesville Regional Utilities, a Florida municipal corporation, hereinafter referred to as "GRU", and the Council for Economic Outreach, a Florida non-profit corporation, hereinafter referred to as the "CEO";

WITNESSETH:

GRU and the CEO, for and in consideration of the mutual covenants herein made and the benefits flowing from each party to the other, do hereby agree as follows:

I. CEO obligations:

A. Services to be provided:

The CEO shall, within the boundaries of Alachua County, Florida, which boundaries include the service area of GRU, provide the following enumerated services:

1. Develop, implement and maintain an economic development action plan in accordance with the original goals of the CEO attached hereto as Exhibit "A" and incorporated herein by reference.

2. Make every reasonable effort to pursue economic development strategies, which will provide tangible long-term business benefits to GRU and its utility customers.

3. Develop, publish and distribute appropriate and up-to-date marketing materials, which effectively promote available community assets in a manner which is attractive to targeted industries and businesses.

4. Develop and maintain appropriate demographic, market trend, commercial and industrial site and facility information and databases designed to provide timely, current and accurate information about available community assets in a manner tailored to the needs of targeted industries and businesses.

5. Develop and implement an aggressive marketing and recruitment program to attract new domestic and foreign direct capital investment into the community.

6. Maintain an effective membership development program designed to expand and diversify CEO membership and increase public and private financial support for economic development activities within the community.

B. Audit and records.

To support the grant of funds by GRU the CEO shall:

1. Maintain financial records and reports relating to the utilization of all funds provided to the CEO by GRU and to provide GRU, through the General Manager, with two (2) copies of its annual independent audit. Such audits shall be performed in accordance with generally accepted audit standards and shall be performed by a Certified Public Accountant licensed by the State of Florida.

2. Maintain financial records and reports and submit Quarterly Financial Reports to GRU, or more frequently as may be requested by GRU, and an Annual Financial Report at the end of the contract year ending December 31, 1999 in substantially the form as the financial report attached hereto as Exhibit "B".

3. Maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all costs of any nature.

4. Insure that all records identified herein which relate to funding provided by GRU shall be available at all times to inspection, review, or audit by personnel duly authorized by GRU's General Manager.

5. Retain all books, records, and other documents relative to this agreement for no less than three (3) years following final payment under this agreement.

Any persons duly authorized by GRU's General Manager shall have full access to and the right to examine any of such materials during such period.

C. Work Program and Progress Reports.

By January 1, of each year, the CEO will develop and implement an annual Work Program for the succeeding calendar year. The CEO will furnish GRU with copies of such work programs, quarterly progress reports and annual progress reports which detail the completion of, or progress on, tasks set-forth in the annual Work Program. In addition, the quarterly and year-end reports shall include but not be limited to the following: 1) A summary and description of targeted industry mail-outs carried out, the number of companies responding, the follow-up activities carried out and final results;

and 2) A summary of all prospects assisted by CEO that chose a competing community together with a description of the incentive package offered by CEO and, to degree such information can be reasonably obtained, a description of the incentives provided to each company and other key factors that influenced the company's decision to locate or expand elsewhere. The CEO will also work with the City of Gainesville/GRU to collect information from companies considering relocating to or expansion within Alachua County to assist with the evaluation of the costs and benefits of relocations or expansion. Information required for such evaluations will include, but will not be limited to, capital investment outlay to be made by the company, industrial/commercial space requirements, site location, number of new employees to be hired, new payroll generated and average hourly wages to be paid, relevant state and local taxes generated, and descriptions and dollar values of recommended incentives. The CEO shall also furnish GRU with such other reports and information as the City of Gainesville/GRU may request. An annual progress report shall be furnished to GRU no later than thirty (30) days following the end of the contract term ending December 31, 1999.

D. Independent Contractor and Indemnification.

The CEO shall act as an independent contractor in providing the services identified herein and not as an employee or agent of GRU for all aspects associated with or covered by this agreement. The CEO shall be liable and agrees to be liable for and shall indemnify, defend, and hold harmless GRU, its employees, agents, or officers from all claims, suits, judgments, or damages arising from the performance of the services required by this agreement. GRU and each officer, agency, and employee

therefore shall be held harmless against any and all claims for personal injury, bodily injury, wrongful death, or property damage caused directly or indirectly by the CEO in the performance of this agreement.

E. Assignment.

The CEO may not assign, convey, pledge, or otherwise dispose of any interest in this agreement or funds provided by GRU, and shall not transfer any interest in the same.

II. GRU agrees as follows:

To grant to the CEO the sum of up to One Hundred Thousand Dollars (\$100,000.00) for the contract term, subject to the availability and appropriation of funds by the City Commission of the City of Gainesville, the performance of the services, and to the completion of any condition precedent to any payment provided for herein. Funding shall be paid in four (4) equal quarterly installments at the end of each quarter, commencing the first quarter of calendar year 1999, upon receipt of the annual Work Program and the quarterly progress reports required in Section I.C. and the quarterly financial reports required in Section I.B.2. The second quarterly installment shall also require prior receipt of the annual audit for the preceding contract year required in Section I.C.1. The fourth and final quarterly installment shall also require prior receipt of the annual progress report, the succeeding year Work Program required in Section I.C. and the Annual Financial Report required in Section I.B.2.

III. Use of funding.

Funds provided by GRU shall be used exclusively for the payment of salaries and fringe benefits of CEO employees, office expenses, utilities, office rental & leases, office machinery & equipment, books, dues & subscriptions and outside printing as required to operate and maintain the CEO office.

IV. General terms of agreement:

A. Effective date and term of agreement.

1. The effective date of this agreement shall be the 1st day of January, A.D., 1999.

2. This agreement shall cover a period of time up, through and including the 31st day of December, A.D. 1999.

B. Inclusive terms and conditions, modifications. This agreement contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this agreement and supersedes any prior written or oral agreements between the parties respecting the same subject matter. This agreement shall not be modified except in writing signed by both parties.

C. Termination with or without cause.

This agreement shall continue and remain in full force and effect as to all of its terms, conditions, and provisions until and unless any party shall give written notice to the other party of its intent to terminate this agreement, with or without cause, on a specified time and date thereafter. Such written notice to terminate this

agreement shall be given no less than thirty (30) days prior to the date this agreement shall be so terminated. In the event of any such termination, the CEO shall be paid by GRU for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and, thereafter, for all other services authorized in writing by GRU.

D. Notices.

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. For purposes of notices hereunder, GRU's representative and the CEO's representative are:

GRU: Michael L. Kurtz, General Manager
Gainesville Regional Utilities
P.O. Box 147117, Station A134
Gainesville, FL 32614-7117

CEO: Carol Villemaire, Chairperson
James Moore & Company
P.O. Box 1616
Gainesville, FL 32602

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

GAINESVILLE REGIONAL UTILITIES

Approved as to form and
legality:

Raymond O. Manasco, Jr.
Utilities Attorney

Michael L. Kurtz
General Manager

COUNCIL FOR ECONOMIC OUTREACH

Witness as to Carol Villemaire

Carol Villemaire, Chairperson

Witness as to Mr. Phillips

Winfred Phillips,
Vice Chairman

EXHIBIT "A"

CEO GOALS

Goal 1

Create one of the region's most effective organizations for economic outreach.

Goal 2

Create an effective team approach with a high level of community support for economic diversification.

Goal 3

Create a framework whereby the community leadership can develop an action oriented agenda for Gainesville.

Goal 4

Focus Gainesville/Alachua County attention and effort on the employment problems of the disadvantaged.

Goal 5

Interpret global issues in local economic development terms.

EXHIBIT "B"



COUNCIL FOR ECONOMIC OUTREACH - FINANCIAL REPORT

SECOND QUARTER REPORT
(APRIL 1, 1997 - JUNE 30, 1997)

Funds received from the Gainesville Regional Utilities/City of Gainesville are utilized in specific categories as per our contractual agreement.

Gainesville Regional Utilities/City of Gainesville Annual Contract Commitment:
\$100,000.00

EXPENDITURES

	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Contract to Date</u>
Salaries	\$51,876.00	\$54,140.00	\$106,016.00
Rental & Leases	\$ 5,775.00	\$13,989.00	\$ 19,764.00
Equipment	\$ 650.00	\$ 741.00	\$ 1,391.00
Utilities	\$ 781.00	\$ 1,919.00	\$ 2,700.00
Office Expenses	\$ 7,185.00	\$ 2,569.00	\$ 9,754.00
Printing	\$21,445.00	\$ 3,061.00	\$ 24,506.00
Books, Dues & Subscriptions	\$ 2,208.00	\$ 2,107.00	\$ 4,315.00
TOTAL	\$89,920.00	\$78,526.00	\$168,446.00