

SERVICES AGREEMENT FOR
ECONOMIC DEVELOPMENT ACTIVITIES

BRADENTON AREA ECONOMIC DEVELOPMENT CORPORATION
and
MANATEE COUNTY

THIS SERVICES AGREEMENT FOR ECONOMIC DEVELOPMENT ACTIVITIES ("Agreement") is made and entered into by and between the Bradenton Area Economic Development Corporation, a Florida not-for-profit corporation (hereinafter, the "EDC") and Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), collectively referred to as the "Parties" and individually as "Party".

WITNESSETH

WHEREAS, the EDC is a Florida not-for-profit corporation established by local businesspeople to foster economic development in the community, and is responsible for actively promoting the business brand for the County through performance scorecard metric activities as identified and described in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the proposed County budget for fiscal year 2026-2027 includes \$292,450 for economic development activities; and

WHEREAS, the increased capital investment, the creation and retention of quality jobs, and increased flow of new dollars to the County results in a broadening of the tax base, and opportunities for a better quality of life for County residents; and

WHEREAS, the EDC is a partner organization responsible for coordinating with other local, regional, and state economic development agencies that are focused on the retention, expansion, and attraction of new target sector businesses to the County, resulting in the creation of new quality jobs; and

WHEREAS, the EDC implements and encourages the recruitment, expansion, and retention of high impact industry, that will create high-skill, high-wage jobs and

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help diversify the economy and tax base of the County, working with and supporting the overall efforts of the County; and

WHEREAS, the Parties agree that the EDC performs the functions as identified and described in Exhibit A, and that the EDC does not act as an agency of the County, nor does the County delegate any legislative or governmental functions whatsoever to the EDC, nor does the EDC act or serve in an advisory capacity to the County; and

WHEREAS, the County is a political subdivision authorized to undertake and to fund economic development activities within its boundaries pursuant to Section 125.045, Florida Statutes, 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 provide a stronger, more balanced, and stable economy; to enhance and preserve purchasing power and employment opportunities for the residents of the County; and to improve the welfare and competitive position of the County; and

WHEREAS, it is in the best interest of the County and EDC, and serves their respective economic development activities, for the County to fund economic development activities of the EDC in the manner set forth herein.

NOW, THEREFORE, the County and the EDC, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

1. **ECONOMIC DEVELOPMENT ACTIVITIES.**

A. Activities: Reimbursable Costs: For the purpose of promoting the economic development of the County at large, the EDC shall carry out the activities described in **Exhibit A** scorecard categories, attached hereto and incorporated herein by reference (the "Activities").

B. Activities: Workflow Responsibilities: For the purpose of promoting the economic development of the County at large, the EDC and County shall carry out the responsibilities described in **Exhibit B**, attached hereto and incorporated herein by reference (the "Responsibilities").

C. Marketing and Promotion: The EDC shall carry out its Responsibilities to market and promote the County to national and international businesses and industries and shall dedicate staff to carry out the functions of these Responsibilities.

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D. Meetings: The EDC and County shall hold a minimum of one (1) meeting per calendar month during the 12-months contract Term (as defined below) of this Agreement to review economic development strategy, activities, and responsibilities as detailed in Exhibits A and B. No later than one (1) week prior to each monthly meeting, EDC shall provide County with a written summary for discussion and review at the meeting, in the format as detailed in Exhibits A and B. Further, annual meetings will be held in September of each year to review overall scores, discuss trends, and ensure alignment of performance expectations.

E. Public Records: Notwithstanding any other provisions of this Agreement and as otherwise provided by Florida law, County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes. This provision shall survive this Agreement's termination or expiration. The EDC, including subcontractors, if any, shall comply with all applicable public records laws and shall:

(i) Keep and maintain public records required by the County to perform the services herein described.

(ii) 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.

(iii) 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 EDC does not transfer the records to the County.

(iv) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the EDC or keep and maintain public records required by the County to perform the services described herein. If the EDC transfers all public records to the County upon completion of the Agreement, the EDC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the EDC keeps and maintains public records upon completion of the Agreement, the EDC shall meet all applicable requirements for retaining public records. 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.

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In the event County receives a public records request for records it does not possess but that are possessed by EDC, County shall promptly notify EDC of the request and EDC shall provide any records to County. EDC shall communicate in good faith with County regarding the confidential or exempt status of any records requested and shall produce a log of any records it considers confidential or exempt that identifies the record and the basis for determining the record is confidential or exempt. The final decision regarding whether to withhold any record as confidential or exempt shall rest with County.

IF THE EDC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EDC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742-5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

**MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION:
PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206.**

F. Submission of Written Request and Invoices: The EDC shall submit to the County an itemized invoice for services performed during the period covered by the invoice, together with supporting documentation, including, but not limited to invoices indicated as paid with references to dates of payment and check numbers. Billing for the EDC's services shall be in an auditable format, in a form to be mutually agreed upon by the EDC and the County, to include the date the task was performed and number of hours spent, and task(s) performed (when applicable). County's obligation to pay the EDC for the services rendered under this Agreement is conditioned upon compliance with this Agreement and EDC furnishing County with a completed Form W-9 (Request for Taxpayer Identification Number and Certification) which is the current revision by the Internal Revenue Service.

G. Processing and Payment: Payments by County shall be made within forty-five (45) days upon receipt of a proper, accepted, and undisputed invoice in accordance with the Local Government Prompt Payment Act, Section 218.70 – 218.80, Florida Statutes (the "Act") and provided that the goods and services were received in satisfactory condition. Interest penalties will only be paid by County in accordance with the Act. The making of any payment by the County or the receipt thereof by EDC, shall not imply acceptance by the County of such goods or services

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or the waiver of any warranties or requirements under the Agreement.; The County will not pay finance charges for late payments that exceed one percent (1%) per month and twelve percent (12%) annually for non-construction services. EDC's invoices shall be in a form satisfactory to the Clerk of the Circuit Court of Manatee County, who shall initiate disbursements. EDC is responsible for providing all necessary documentation that may be required by the County. The County shall, within ten (10) days of receipt, review the invoice and either approve the invoice for payment or request additional information. If the invoice is approved for payment, the County shall remit payment to EDC within forty-five (45) days of the date of the original submittal to the County representative. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify EDC and make partial payment of the amount which is not in dispute pursuant to this paragraph. EDC and County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts. The County shall pay the EDC for services rendered under this Agreement in an annual aggregate amount not to exceed Two Hundred Ninety-Two Thousand Four Hundred Fifty dollars (\$292,450). Payments shall be made in equal quarterly installments of Seventy-Three Thousand One Hundred Twelve Dollars and Fifty Cents (\$73,112.50). The Parties agree that the Initial Term will be prorated based on the duration of the Initial Term.

H. Availability of Funds: The obligation of the County to pay the EDC for services rendered under this Agreement is subject to the discretion of the Board of County Commissioners (hereinafter, the "Board") to budget legally available funds in amounts sufficient to fund such services. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County or the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida.

I. Nonperformance; Suspension or Withholding of Funds: If the County determines that EDC has failed to meet the performance or outcome metrics, standards, or reporting requirements set forth in Exhibit A, perform its Responsibilities as set forth in Exhibit B, or otherwise failed to comply with the terms of this Agreement, the County shall have the right, in its sole discretion and upon written notice, to withhold, suspend, or deny payment of any remaining funds for the applicable quarter or for the remainder of any Term of this Agreement. Any determination by the County regarding nonperformance or failure to meet applicable metrics shall be final for purposes of funding eligibility under this Agreement.

2. **FINANCIAL RECORDS AND ACCOUNTING.** The EDC shall keep and maintain financial records related to the operation of the program in accordance with generally accepted accounting principles and shall allow the County or its agents to

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review and audit same at any time upon reasonable notice. The EDC shall make all such records available for inspection as otherwise may be required by law. The EDC shall be responsible for any governmental/regulatory fees or taxes associated with the services herein described.

3. **E-VERIFY.** EDC and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, EDC certifies that, if applicable and required by law, EDC and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. This section serves as notice to the EDC regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Agreement if it has a good faith belief that the EDC has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, EDC will not be eligible for award of a public contract for at least one (1) year after the date of such termination. EDC will be liable for any additional costs incurred by County due to contract termination under this Section as provided in Section 448.095(5)(c)(3), Florida Statutes.

4. **DURATION.** This Agreement shall commence and become effective on April 7, 2026 (the "Effective Date") and remain in effect for a period of five (5) months, terminating on September 30, 2026 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year renewal periods (each a "Renewal Term") unless either Party provides a written notice of non-renewal at least ninety (90) days prior to the completion of the Initial Term or any Renewal Term. As used in this Agreement, the "Term" means, collectively, the Initial Term together with any Renewal Term(s), unless the context otherwise requires.

5. **TERMINATION.** Either Party may terminate this Agreement without cause at any time upon thirty (30) days advance written notice of termination signed by their authorized representative.

The County may immediately terminate this Agreement, in whole or in part, for cause upon written notice to the EDC if, in the County's sole discretion, the County determines that EDC has:

- A. Failed to meet the performance or outcome metrics set forth in Exhibit A.
- B. Failed to comply with the governance and compliance standards set forth in Exhibit A.

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- C. Failed to perform its Responsibilities as set forth in Exhibit B.
- D. Failed to timely submit any report, documentation, or information required under this Agreement; or
- E. Failed to comply with any term or condition of this Agreement.

Any such notice to terminate shall be delivered to the appropriate person specified in Section 9 herein. Upon receipt of such notice, EDC shall not incur any additional costs under this Agreement for which the County may be financially responsible.

6. **INDEMNIFICATION.** Recognizing the EDC's independence in the performance of the EDC's functions hereunder, the EDC shall indemnify, only up to and subject to the maximum amounts established by Section 768.28, Florida Statutes, keep and save harmless, County, its agents, officials and employees, against all claims, liabilities, judgments, costs, attorney's fees and other expenses incurred in connection with this Agreement, and those projects for which funds have been provided, and if any judgment shall be rendered against the County in any action arising out of the performance of this Agreement or of those projects undertaken by the EDC, EDC shall, at its expense, satisfy and discharge same. The indemnity hereunder survives the termination and/or expiration of this Agreement and shall continue until such times as any and all claims arising under this Agreement have been finally settled, regardless of which such claims are made.

7. **CATASTROPHIC EVENTS.** Neither Party will be responsible to the other Party for damages, loss, injury, or delay caused by Catastrophic Events. Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Catastrophic Events.

Catastrophic Events shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Agreement, is beyond the control and without the fault or negligence of the Party seeking relief under this Agreement.

8. **NOTICES.** All notices, comments, consents, objections, approvals, waivers, and elections which any Party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by

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hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any Party may otherwise designate in the manner prescribed herein; provided, however, that any notice of change of address shall be effective only upon receipt.

To County: Manatee County Government
Attention: Government Relations Director
Government Relations Department
1112 Manatee Avenue West,
Bradenton, FL 34205
Fax: 941-742-5848

With a copy to: Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205
Fax: 941-749-3089

To EDC: President/CEO
Bradenton Area Economic Development Corporation
26 West Center / SCF
5840 26th Street West Building 8, Suite 232
Bradenton, FL 34207
Fax: 941-803-9039

9. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the EDC and any providers of promotional, advertising, or other services, or goods, purchased by the EDC. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

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10. **CONSTRUCTION.**

A. Entire Agreement: This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Neither Party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement.

B. Equal Construction: The Parties hereto have had equal input into the drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one Party as the drafter thereof.

C. Headings and Captions: The headings and captions of sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

11. **AMENDMENTS; WAIVERS; ASSIGNMENT.**

A. Amendments: This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the Parties hereto and duly authorized and approved by the Board of the County and by the EDC.

B. Waivers: Neither this Agreement nor any portion of it may be modified or waived orally. However, each Party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive any right, power, privilege, or condition herein reserved or intended for the benefit or protection of such Party without being deemed or considered to have waived such right, power, privilege, or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right, power, privilege, or condition. Any single or partial exercise of any right, power, privilege, or condition shall not preclude any other or further exercise thereof. The Parties' right to assert or rely upon any such provisions, rights, or remedies in that or any other instance will be and remain in full force and effect. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment: Neither Party is permitted to sell, assign, or transfer any of its rights, duties, or obligations under the Agreement without the prior written consent of the other Party.

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12. **VALIDITY.** The County and EDC each represent and warrant to the other its respective authority to enter into this Agreement.

13. **SEVERABILITY.** The provisions of this Agreement are declared by the Parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision shall not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

14. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, if in federal court, the United States District Court for the Middle District of Florida, Tampa Division.

15. **REMEDIES.** In addition to the remedies provided for in this Agreement, each Party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other Party.

16. **ATTORNEYS FEES AND COSTS.** Each Party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

17. **REPORT IN ACCORDANCE WITH SECTION 125.045, FLORIDA STATUTES.** In accordance with Section 125.045, Florida Statutes, the EDC shall submit a report to the County's Board detailing how funds provided by County were spent and detailing the results of EDC's efforts on behalf of the County by January 31, 2027.

18. **PERFORMANCE STANDARDS.** EDC agrees to perform all services herein described. The County shall be entitled at all times to be advised, at its request, as to the status of work being done by the EDC and of the details thereof. If County

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determines that the performance of EDC is unsatisfactory, County will notify EDC of the deficiency to be corrected, which correction shall be made within a time frame specified by the County in Section 5 of this agreement and the attached Exhibit A and Exhibit B. EDC shall, within the time specified after notice from the County, correct the deficiency identified by the County as outlined in Section 5 of this agreement and the attached Exhibit A and Exhibit B.

19. **ANTI-HUMAN TRAFFICKING.** EDC shall provide County with a sworn affidavit signed by an officer or a representative of EDC under penalty of perjury attesting that EDC does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be in a form substantially similar to Exhibit C attached hereto and be provided to the County on or before the Effective Date. This Agreement shall not be effective unless and until the County receives the Anti-Human Trafficking Affidavit from EDC.

20. **DATA SECURITY.** EDC agrees to take reasonable measures to protect and secure data in electronic form containing personal information, as required by Section 501.171(2), Florida Statutes. This Section shall survive the termination or expiration of this Agreement.

21. **DATA BREACH NOTIFICATIONS.** EDC shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by EDC is not accessed, transmitted, or stored outside of the United States. EDC shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that EDC may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, EDC shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation U.S. Department of Defense standard DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the County's Director of Information Technology. In the event of a breach of any of EDC's security obligations, or other event requiring notification under applicable law, EDC shall (a) notify the County by e-mailing to security@mymanatee.org of such an event within 24 hours of the determination of the breach or reason or reason to believe the breach occurred and (b) coordinate with the County to inform all such individuals in accordance with

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applicable law. The data breach notifications are an authorized exception to the notice requirements contained in Section 8 of this Agreement. In addition to Section 7, EDC shall indemnify County for any data breaches.

22. **FOREIGN COUNTRIES OF CONCERN.** Pursuant to Section 287.138, Florida Statutes, EDC must provide the County with an affidavit signed by an officer or representative of EDC under penalty of perjury attesting that EDC is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in EDC, and that EDC is not organized under the laws of or has its principal place of business in a foreign country of concern ("Foreign Country Affidavit"). The Foreign Country Affidavit must be in a form substantially similar to Exhibit D. This Agreement shall not be effective unless and until County receives the Foreign Country Affidavit from EDC.

23. **NON-DISCRIMINATION.** EDC shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of this Agreement on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

EDC warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under this Agreement, EDC agrees to include this provision in all subcontracts issued as a result of this Agreement.

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24. **PUBLIC ENTITY CRIMES.** The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

EDC warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under these Agreement, EDC agrees to include this provision in all subcontracts issued as a result of this Agreement.

25. **SCRUTINIZED COMPANIES.** Section 287.135 Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by EDC that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. The

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EDC further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The EDC acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. The EDC further understands that this Agreement with County for goods or services of any amount may be terminated at County's option if the EDC (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

26. **TAXES.** The County is exempt from Federal and State taxes. Therefore, EDC is prohibited from charging or imposing any sales or service taxes on County. Nothing herein shall affect EDC's normal tax liability. EDC shall be responsible for payment of federal, state, and local taxes which may be imposed upon EDC under applicable law to the extent that EDC is responsible for the payment of same under applicable law.

27. **LEGAL REFERENCES.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.

WHEREFORE, the Parties hereto have executed this Agreement as of the respective dates listed below.

[signature page to follow]

COUNTY:

**MANATEE COUNTY, a political subdivision
of the State of Florida**



By: its Board of County Commissioners

By: *T. M.*
Chairperson

Date: April 7, 2026

Attest: Manatee County Clerk of the Circuit
Court and County Comptroller

By: *Wendi Jessmer*
Deputy Clerk

EDC:

**BRADENTON AREA ECONOMIC
DEVELOPMENT CORPORATION**

BY: *Amanda Parrish*
Amanda Parrish (Apr 15, 2026 08:12:10 EDT)

Title: President & CEO

DATE: 04/15/2026

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Exhibit A

Economic Development Performance Standards and Reporting Framework

Purpose

This Exhibit establishes performance expectations, reporting requirements, and evaluation standards for the EDC. The metrics reflect good-faith efforts and are intended to align with industry best practices established by the International Economic Development Council ("IEDC"), Florida counties considered by the County to represent its peers, and public-sector accountability standards.

Because outcomes may be influenced by market conditions and third-party actions, the EDC shall substantiate its performance and satisfaction of all obligations under this Agreement through contemporaneous records demonstrating work performed, efforts undertaken, and activities completed. Such documentation shall be used to evidence performance, satisfaction of duties, and eligibility for payment in the absence of executed or successfully completed projects. Results are not guaranteed.

All documentation shall be maintained in the ordinary course of business and provided to the County upon request for review and verification. Failure to provide sufficient documentation to substantiate performance shall constitute noncompliance with the terms of this Agreement and may result in withholding of payment or other remedies as provided herein.

EDC's performance under this Agreement shall be evaluated based on the performance metrics and scoring methodology established in Exhibit A. A minimum performance score of seventy-five percent (75%) shall constitute satisfactory performance. A performance score below seventy-five percent (75%) shall be deemed underperformance.

The County staff may initiate corrective action if EDC's performance falls below the satisfactory threshold. However, funding holdback or other financial penalties shall only be imposed if EDC's performance score falls below seventy-five percent (75%) for two (2) consecutive evaluation periods (e.g., two consecutive quarters or two consecutive semiannual review periods), as determined by the County staff.

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In the event of underperformance, the County shall provide written notice to EDC identifying the specific deficiencies and shall allow 30 days to cure any alleged deficiency, not to exceed one (1) subsequent evaluation period, unless otherwise agreed by the County. EDC shall submit a written corrective action plan outlining steps to restore performance to satisfactory levels.

Additionally, if EDC's performance demonstrates a downward trend over a period exceeding six (6) consecutive months, regardless of whether the performance score remains above seventy-five percent (75%), EDC shall provide a written narrative explanation to the County identifying the causes of such trend and any corrective measures being implemented.

Minor or isolated instances of underperformance shall not, in and of themselves, constitute grounds for funding holdback. The County's enforcement of this provision is intended to be progressive, predictable, and proportional to the level and duration of underperformance.

Failure by EDC to improve performance following notice and opportunity to cure, or failure to provide required documentation or corrective action plans, may result in withholding of payments, reduction of funding, or other remedies available to the County under this Agreement.

the County agrees to provide the EDC with written notice of such performance deficiencies, at which point the EDC shall be provided 30 days to cure any alleged deficiency to the satisfaction of the County.

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I. Quarterly Performance Metrics (40% Weight) - Measuring effort, responsiveness, and pipeline development

During the Initial Term, the first two quarters (i.e. the first (1st) through third (3rd) months and fourth (4th) through sixth (6th) months, respectively) shall be treated as baseline-setting quarters. Metrics during this period will function primarily as leading indicators to inform discussion, establish benchmarks, and refine reporting, rather than as outcome-based performance measures. Supporting documentation and reporting forms for each reporting period will be provided for each metric via HubSpot report, Excel spreadsheet, notes, logs, etc. Documentation will be emailed to the Economic Development Division for review within ten (10) business days after the end of each quarter.

Category	Metric Captured	Standard / Definition	Quarterly Target	Documentation Required
Lead Generation	Qualified Leads Received	Inquiries services by the EDC	10	Report inquiries by industry sector and geographic location
Lead Quality	High-Quality Lead Ratio	Percentage of leads meeting County target industry and wage criteria	≥65% per industry standard	Spreadsheet tracking: percentage of inquiries converted to a qualified lead
Project Conversion	Leads Converted to Active Projects	Projects with confirmed intent, feasibility, and active project file	5	Spreadsheet tracking lead intake date, project name, date submitted to County, documents submitted, status, etc.
Business Attraction	Site Visits Advancing to Active Projects	Documented site visits resulting in active project status	≥50%	Spreadsheet tracking visits with project name, parcel ID, date, sector, origin, status.

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Category	Metric Captured	Standard / Definition	Quarterly Target	Documentation Required
Site Selection	Inquiries Serviced and Response Time	Initial response ≤2 business days; substantive response provided by required deadline	100% compliance	Inquiry/response logs
Business Retention	Business Retention and Expansion ("BRE") Visits Conducted	Employer visits identifying risks, expansions, or retention opportunities, trends. Employment growth/attrition/jobs retained and other identified trends,	15	BRE reports including company summary, SWOT analysis, employment trends – net new job creation or attrition. Retained jobs resulting from EDC intervention with at-risk companies.
Workforce Alignment	Workforce Partnerships	Active workforce partnerships supporting skills development or hiring	1	Narrative report including activities and measurable trends
Regional Collaboration	Regional Partnerships	Joint initiatives with regional partners	1	Narrative report including goals, activities, and outcomes

For the purposes of this Exhibit and Agreement, "project files" means an internal intake form, the County application and all related documents (site plans, project narrative/summary, parcel overview, etc.). The term "active project(s)" denotes a project in which the company is actively seeking a Scoping or Pre-Application meeting.

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II. Annual Outcome Metrics (40% Weight) - The EDC shall report annually on the following outcomes, which are expected to result from cumulative quarterly activities.

Annual outcome metrics may be influenced by external factors, including but not limited to market conditions and third-party actions. As a result, failure to achieve a specific outcome target, by itself, shall not be considered nonperformance, provided that required activity metrics, effort, and reporting obligations are met and appropriately documented. Supporting documentation and reporting forms for each reporting period will be provided for each metric via HubSpot report, Excel spreadsheet, notes, logs, etc. Documentation will be emailed to the Economic Development Division for review within ten (10) business days after the end of each quarter.

Outcome	Definition	Annual Goals and Outcomes	Verification
Verified Jobs Created	New full-time jobs (35+ hours/week) maintained for ≥12 months	150	Confirmation of employment growth and salary during BRE visits.
Verified Jobs Retained	Existing jobs maintained due to documented EDC intervention	≥95% of reported jobs	BRE documentation
Capital Investment	Total private capital investment associated with BRE and attraction projects	\$25M	Project pipeline tracking and supporting documentation
Industry Diversification	Employment growth in agreed upon target sectors	≥4%	Sector-based reporting from State or similar source
Return on Capital Investment	Capital investment secured via pipeline projects ÷ County contract investment	Positive annual ROI	Fiscal impact analysis, ROI analysis, etc.

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III. Governance and Compliance Standards (10% Weight)

The EDC shall annually publish and maintain on its publicly accessible website the following information: a comprehensive annual report, current policies, strategic plan, records of workshops, annual audit report and opinion, and appropriate summaries of meeting minutes. Such information shall be updated no less than once per fiscal year and made readily available to the public.

Standard	Requirement	Evidence
Governance Diversity	EDC Board representation distributed across all sectors	EDC will provide County staff with annual board review
Conflict of Interest	Annual disclosure filings	EDC conflict of Interest forms
Board Minutes	Quarterly documentation	Approved EDC board minutes
Financial Audit	Independent annual audit	Audit report or professional audit opinion
Public Transparency	Posting of policies, minutes, audits, and strategic plans	EDC website verification

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IV. EDC Roles and Responsibilities (10% Weight)

Area	Requirement	Measurement
Documentation	Timely, complete reporting	Quarterly scoring
Recordkeeping	Audit-ready project documentation	Quarterly scoring
Business Engagement	Support tied to job creation/retention	Quarterly scoring
Compliance	Adherence to laws and County workflow	Pass/Fail
Communication	Use of approved County channels	Pass/Fail
Prohibited Actions	No unauthorized commitments or representations	Pass/Fail

For purposes of this Agreement, violation review means in the spirit of partnership, the EDC is expected to act with transparency, maintain open communication, and respect established lines of authority. Accordingly, the EDC agrees that it shall not make any unauthorized commitments or representations on behalf of the County. Any instances where these expectations are not met, solely in the County’s discretion, will be reviewed and addressed collaboratively by the Parties within five (5) business days to ensure continued alignment and trust. Any failure triggers immediate notification and further discussion.

V. Scoring and Evaluation

Scores are calculated quarterly (October – December; January – March; April – June; July – September) and annually (prior to each annual contract renewal) and may be used to inform contract renewal, corrective actions, or payments. For the purpose of determining if the EDC has successfully performed the required metrics, each of the foregoing individual metrics shall be given equal weight within each category. For example, for Quarterly Performance Metrics, there are eight (8) individual metrics identified, and each metric shall be given a weight of 3.75%. In evaluating the EDC’s performance, the County shall accord each individual metric percentage grade.

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Category	Weight
Quarterly Performance Metrics	40%
Annual Outcome Metrics	40%
Governance and Compliance Standards	10%
EDC Roles and Responsibilities	10%

Definitions:

For purposes of this contract:

- “Lead” means a business prospect or inquiry serviced by the Contractor.
- “High-Quality Lead” means a lead that meets County-defined target industry sectors and wage criteria.
- “Active Project” means a project in which a company has demonstrated confirmed intent and feasibility and is actively seeking a scoping or pre-application meeting.
- “Project Files” means internal intake forms, County applications, and all related documents, including but not limited to site plans, project narratives, parcel information, and supporting materials.
- “BRE” means Business Retention and Expansion activities.
- “At-Risk Company” means a business identified through BRE efforts as having potential risk of relocation, downsizing, or closure.

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EXHIBIT B
RESPONSIBILITIES

Responsibilities of EDC:

1. Lead Intake and Management: Receives, tracks, and vets all initial business expansion and relocation inquiries, and maintains a current pipeline of prospective projects.
2. Proactive Business Development: Conducts ongoing outreach, marketing, and relationship-building activities to generate new recruitment and expansion leads, in addition to responding to inbound inquiries.
3. Preliminary Engagement: Conducts all preliminary discussions with prospective businesses, including recruitment and expansion leads, to assess project viability and alignment with County priorities.
4. Lead Evaluation and Qualification: Reviews and completes the EDC lead assessment form; initiates and manages the lead evaluation process; and qualifies leads through research and analysis, including economic and fiscal impact analysis (e.g., IMPLAN or similar methodology).
5. Project Coordination and Submittals: Prepares and submits the Economic Development Scoping/Pre-Application Request, Rapid Response Forms, and all other required project materials to County economic development staff and attends project scoping meetings as necessary.
6. Incentive Structuring and Negotiation: Conducts negotiations with qualified leads regarding prospective incentive opportunities, consistent with County policies and guidelines.
7. County Coordination and Notification: Keeps County economic development staff informed of all active projects and proposed incentive packages on a timely and ongoing basis.
8. Application Submission: Submits complete Economic Development Incentive Applications to County economic development staff, including all required supporting documentation such as economic impact analyses, letters of recommendation, and project background summaries.
9. Public Process Coordination: Notifies prospective businesses of County Board meeting schedules and coordinates participation in the public approval process as needed.

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10. Business Retention and Expansion (BRE): Following project completion, proactively cultivates and maintains relationships with assisted businesses and conducts ongoing BRE activities. All BRE data shall be collected and submitted in accordance with Exhibit A deadlines and requirements.
11. Agreement Execution Support: Distributes Economic Development Incentive (EDI) award letters and funding agreements prepared by the County to businesses and facilitates timely execution.
12. Contract Administration and Revisions: Coordinates with businesses and County staff to review, process, and facilitate any requested or required contract revisions.
13. Reporting and Board Engagement: In collaboration with County staff, and unless otherwise directed by the County Administrator, conducts quarterly economic development update presentations to the Board of County Commissioners.
14. Annual Reporting: Provides the County with a copy of the EDC's Annual Report and ensures alignment with reporting requirements set forth in this Agreement.
15. Ongoing Coordination and Strategy Alignment: Coordinates and attends regular meetings with County staff, no less than monthly and as frequently as weekly, when necessary, to review goals, economic development strategy, activities, responsibilities, and performance progress.

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Responsibilities of County:

1. Coordinates and conducts meetings with area, national, and international businesses, County staff and EDC.
2. Prepares and reviews Economic Development Incentive packets (i.e. Resolution, Funding Agreement, etc.) and submits to County's Board for review and consideration.
3. Conducts briefings with County's Board to outline incentive packages for prospective projects submitted for Board review and consideration.
4. Ensures addition to meeting agenda and attends County's Board meetings when Economic Development Incentives are being reviewed and considered by the Board.
5. Notifies EDC of scheduled Board meeting date(s) for incentive package review and consideration and the Board's decision.
6. Prepares and sends award letter to EDC within 5 business days of Board approval to forward to company within 10 business days of Board approval.
7. Prepares and sends Funding Agreement to EDC, after receiving the company's representative's contact information from the business for payment of awarded economic development incentives.
8. Handles administrative functions related to awarded incentives; monitors active incentive awards, contacts businesses on a fiscal year basis to provide forms and protocols for submitting incentive invoicing, and processes payments to businesses.
9. Provides EDC with an annual incentive status update report
10. Attends monthly, quarterly, and/or annual meetings with EDC to assess goals, economic development strategy, activities, Responsibilities, and progress.

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Amanda Parrish who was sworn and says that the following information is true and correct:

1. I am the Interim President and Chief Executive Officer of the Bradenton Area Economic Development Corporation, a Florida corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
 - a. Entity is not owned by the government of a foreign country of concern;
 - b. No government of a foreign country of concern has a controlling interest in Entity; and
 - c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign county of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any

agency of or any other entity of significant control of such foreign country of concern.

6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Amanda Parrish

Amanda Parrish

Signature

STATE OF FLORIDA
COUNTY OF MANATEE COUNTY

Sworn to (or affirmed) and subscribed before me by means of

- physical presence or
 online notarization

this 30 day of March, 2026, by Amanda Parrish, who

- is personally known to me or
 has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Carole Guevara

My Commission Expires: 9-28-29

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



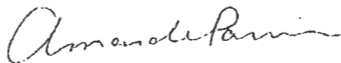
CAROLE GUEVARA
Commission # HH 725538
Expires September 28, 2029

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Amanda Parrish who was sworn and says that the following information is true and correct:

1. I am the Interim President and Chief Executive Officer of the Bradenton Area Economic Development Corporation, a Florida corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Amanda Parrish



Signature

STATE OF FLORIDA
COUNTY OF MANATEE COUNTY

Sworn to (or affirmed) and subscribed before me by means of

- physical presence or
 online notarization

this 30 day of March, 2024, by Amanda Parrish, who

is personally known to me or
 has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Carole Guevara

My Commission Expires: 9-28-29

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



CAROLE GUEVARA
Commission # HH 725530
Expires September 28, 2029