

**SOUTHWEST FLORIDA ECONOMIC DEVELOPMENT ALLIANCE, INC.  
2015 FUNDING PLAN**

The board of directors of Southwest Florida Economic Development Alliance, Inc. has determined to pursue obtaining funding from Lee County and Collier County in the annual amount of \$100,000 each based upon preliminary indications of positive support from County Commission representatives. Concurrent with seeking those commitments, the board has determined to commit itself to secure an additional \$100,000 in annual private sector commitments to match the \$100,000 sought from Lee and Collier County. Together with existing private sector commitments of \$200,000, this will result in total private and public sector annual funding to the Alliance of \$500,000.

The board will seek to secure future commitments, potentially of lesser amounts, from Charlotte, Hendry and Glades counties. In addition, it will continue to investigate and pursue grant opportunities to fund activities consistent with the Alliance mission.

The Alliance is seeking agreements with Lee and Collier Counties to provide the \$100,000 in the form of a grant or similar vehicle that would be subject to Lee and Collier Counties both committing funds. The board also proposes that public sector monies would be used for specific, auditable purposes as determined by mutual agreement with Lee and Collier Counties. Possible purposes suggested include direct marketing expenses and website costs, or alternatively, payroll expenses and office costs. The board is requesting the advice of government staff in this determination.

See list of expenditures is provided in the financial forecast and accompanying assumptions attached.

## FINANCIAL PROJECTIONS

### Southwest Florida Economic Development Alliance Revised 2014 - 2015 Financial Forecast 9/30/14

	<u>2014</u>	<u>2015</u>
<b>Funding Revenues:</b>		
Private Sector	\$210,250	\$300,000
Public Sector	20,000	200,000
<b>Total Revenues</b>	<b>\$230,250</b>	<b>\$500,000</b>
<b>Expenditures:</b>		
Marketing Outreach Activities (1)	\$40,000	\$110,000
Website Expenses and Marketing (2)	45,700	70,000
Collateral Materials	5,000	20,000
Director (3)	0	120,000
Operations Support (5)	40,000	40,000
Employee Benefits (30% of salaries)	0	50,000
Office Costs (6)	1,000	40,000
Insurance	1,500	3,000
Contracted Accounting and Payroll	4,000	7,000
Direct Marketing Travel / Entertainment (4)	0	20,000
Local Travel and Entertainment	0	8,000
Investor Meetings and Forums (7)	10,000	12,000
<b>Total Expenditures</b>	<b>\$147,200</b>	<b>\$500,000</b>
<b>Net Revenues over Expenditures</b>	<b>\$83,050</b>	<b>\$0</b>

Items (1) to (7) are Assumptions, see Exhibit A.

## EXHIBIT A: Financial Forecast Assumptions

### Southwest Florida Economic Development Alliance Revised 2014 - 2015 Financial Forecast Assumptions - 9/30/14

#### Assumption Footnotes as Referenced from Financial Forecast Schedule:

##### 1 Marketing Outreach Activities

Marketing expenditures in cooperation with local economic development offices (EDOs) as recommended by the Marketing Advisory Committee. Marketing for 2015 assumes a full year of trade shows, CEO and site consultant events, and other recommended activities. Note that staffing of all events in 2014 would be by the participating EDO's, paying their own travel expenses. In 2015, it is anticipated that a Director would be added by the Alliance who would coordinate and participate with EDOs in Outreach Activities.

##### 2 Website Expenses and Marketing

On-going programming and maintenance of the site along with content updates both performed by outside contractors. Plus recurring costs for the server, LoopNet and other.

	<u>2014</u>	<u>2015</u>
Site Enhancements	15,000	4,400
Content and Data Updates	5,500	3,000
LoopNet Property Locator	17,600	21,000
Digital Promotion & Advertising	6,000	40,000
Costs for Server, Gmail, 800#	<u>1,600</u>	<u>1,600</u>
	\$45,700	\$70,000

##### 3 Director

The Director would lead the Alliance and be the "face" of the organization both externally and internally to the region. Externally, the director would oversee development and execution of the annual marketing plan with the Marketing Advisory Committee, organizing and leading events and, in collaboration with local EDOs, assisting in prospect follow up and on-going prospect communications. The director would also focus on promoting the region to targeted site selectors and companies, Enterprise Florida, and international consulates, attending trade missions where appropriate.

Internally, the position would manage investor relations, direct fund-raising activities, work with the Investor Advisory Committee to develop long and short term strategy recommendations for the organization, promote the importance of economic development within the region, and act as liaison for economic development activities in Southwest Florida.

#### 4 Direct Marketing Travel / Entertainment

Includes out of region travel for Marketing Director to attend trade shows, consultant events, and other outreach activities.

#### 5 Operations Support

The operations support role for 2014 was provided mainly by board members volunteering time and talent, in addition to significant resources provided by the three founding organizations. In 2014, an outside business consultant was also engaged to assist in developing strategic documents such as the business plan, fundraising documents, and marketing materials.

For 2015, an operations support person would be hired to administer the website and outreach marketing activities, manage investor communications, provide fundraising support, and plan investor meetings and forums.

#### 6 Office Costs

For 2014, the majority of office costs were incurred by professional volunteers and the three founding organizations without chargeback. For 2015, the assumption is that the Alliance will have independent office space and regular office expenses. Expenditures for 2014 and 2015 would be as follows:

	<u>2014</u>	<u>2015</u>
Rent and utilities	\$ 0	\$1,500
Telephone/internet services	0	250
Mobile telephone service	0	150
Office supplies	0	250
Other	83	350
	<u>\$83/mo</u>	<u>\$2,500/mo</u>
Total Monthly Charges	\$1,000	\$30,000
Equipment	0	10,000
Total Annual Expense	<u>\$1,000</u>	<u>\$40,000</u>

#### 7 Investor Meetings and Forums

For 2014, it is anticipated that the Alliance will hold two investor meetings and two Investor Advisory Committee meetings. Also, costs for the November 2013 forum were paid in 2014 totaling near \$5,000. For 2015, the following are expected: three quarterly investor meetings/events (\$1,000ea), an annual meeting (in place of a quarterly meeting) (\$2,500), three Investor Advisory Committee meetings (\$400ea), the Regional Economic Development Summit planned for May as a community forum (\$5,000), and \$300 in other costs.

## EXECUTIVE SUMMARY

**Recommendation that the Board of County Commissioners approve the 2015 Agreement with the Southwest Florida Economic Development Alliance, Inc. (“Alliance”) pursuant to the Board’s approved Plan to engage with a public-private partnership and formalize our County’s regional economic development approach.**

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**OBJECTIVE:** To formalize a regional economic development strategy and to facilitate the implementation of the economic development initiatives delineated in Agreement, which allocates Alliance’s duties and responsibilities and Scope of Services.

**CONSIDERATIONS:** On September 10, 2013, Agenda Item 11.C., the BCC approved the Office of Business & Economic Development’s FY 2014 Business Plan including a goal of establishing a regionally structured economic development relationship. Since that time, staff has continued to advance that economic development goal under the BCC’s direction provided at several BCC meetings. On December 10, 2013, Agenda Item 10.A, the Board “pledged its support to the regional economic development initiative”, the Alliance, as a “Cornerstone member in the amount of \$10,000 per year for three years” and the Board honored its pledge in 2014. This Agreement is the progressive next step to implement the Business Plan with activities for 2015 and beyond. The specific initiatives and action plans outlined in the Scope of Services will provide specific deliverables to further economic development in Southwest Florida through coordination of marketing, and international business development activities.

**FISCAL IMPACT:** The total cost of the Agreement will not exceed \$100,000 in FY 2015. Funding is available in the approved Business and Economic Development Department FY 2015 budget, within the Economic Development Fund (001).

**GROWTH MANAGEMENT IMPACT:** This project supports the goals and objectives of the Economic Element of the adopted Collier County Growth Management Plan.

**LEGAL CONSIDERATIONS:** This item is approved as to form and legality and requires majority vote for approval. – JAB

**RECOMMENDATION:** That the Board of County Commissioners approve the 2015 Agreement with the Southwest Florida Economic Development Alliance, Inc. (“Alliance”) pursuant to the Board’s approved Plan to engage with a public-private partnership and formalize our County’s regional economic development approach.

Prepared by: Bruce Register, Director, Office of Business and Economic Development.

**AGREEMENT BETWEEN COLLIER COUNTY, FLORIDA  
AND  
SOUTHWEST FLORIDA ECONOMIC DEVELOPMENT ALLIANCE, INC.**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of January, 2015, by and between Collier County, a political subdivision of the State of Florida (the "COUNTY") and Southwest Florida Economic Development Alliance, Inc. ("ALLIANCE"), a Florida not-for-profit corporation.

**W I T N E S S E T H**

WHEREAS, the COUNTY has determined that strategic planning, business recruitment (on national and international levels), expansion, and creation efforts through the ALLIANCE to assist the private sector and other governmental agencies will enhance Collier County's economic well-being and are activities in the public interest and lawful and beneficial purposes of the COUNTY and Southwest Florida Region; and

WHEREAS, the COUNTY has determined that it is in the best interests of Collier County to support regional economic development efforts and that support further the goals and objectives identified in the County's Business and Economic Development Business Plan; and

WHEREAS, the ALLIANCE is a business and economic development organization with a mission to enhance the Southwest Florida Region's economic well-being and to create a vision to maintain and strengthen the economy of the Southwest Florida Region; and

WHEREAS, the ALLIANCE desires to be collaborate with the COUNTY in the achievement of the economic development goals and objectives of the Collier County Board of County Commissioners (the "BCC"); and

WHEREAS, the ALLIANCE, in concert with the BCC, has determined that the strategies to achieve such objectives include those below:

- Marketing Collier County in conjunction with the Southwest Florida Region to recruit employment opportunities for residents;
- Strengthening and maintaining a communications network that promotes the image and assets of Collier County in conjunction with the Southwest Florida Region; and

WHEREAS, the COUNTY desires to have the ALLIANCE provide private sector leadership to achieve the strategies set forth above and the ALLIANCE is willing to undertake such functions under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the COUNTY and the ALLIANCE agree as follows.

**ARTICLE I  
SCOPE OF SERVICES**

The ALLIANCE shall promote economic development for the COUNTY by providing the services and activities described in Exhibit "A", Scope of Services, attached hereto and by reference made a part hereof.

ARTICLE II  
PERIOD OF AGREEMENT

This Agreement shall be effective upon execution by both parties and shall cover services provided from January 1, 2015, until September 30, 2015, unless otherwise terminated in accordance with this Agreement or extended by mutual written Agreement of the parties.

ARTICLE III  
CONSIDERATION AND LIMITATION

For its performance under this Agreement, the ALLIANCE will receive funds from the COUNTY in an **amount not to exceed One Hundred Thousand Dollars (\$100,000.00)**. It is intended that the services performed by ALLIANCE shall be on a cost reimbursement methodology for actual eligible expenditures. Actual expenditures eligible as a basis for reimbursement can and shall include salaries and employee benefits, costs for ALLIANCE personnel performing services described in Exhibit "B", as well as ALLIANCE costs of operating and maintaining its website. ALLIANCE shall be entitled to compensation upon BCC approval of the Agreement, distributed no more frequently than on a quarterly basis for reimbursement of eligible expenses approved by the County and Clerk of Court, beginning January 1, 2015. Each quarterly payment will equal up to one-third of the total given that the Agreement has been executed at the beginning of the second quarter of the County fiscal year.

All invoices shall be submitted in accordance with COUNTY procedures and in a form acceptable to the COUNTY and the ALLIANCE as generally outlined in Exhibit "B" – Method of Payment and Budget Detail for Services and Exhibit "C" – Request for Payment Form, attached hereto and by reference made a part hereof.

Eligible operating expenses incurred to provide services consistent with the scope of services described in Exhibit "A" are outlined in Exhibit "B". **No COUNTY funds will be expended for the ALLIANCE's purchase of equipment (with the exception of software and other digital and electronic tools, i.e. website creation, Business Retention/Expansion software, etc.), food, beverages or entertainment costs or in support of electioneering.**

ARTICLE IV  
PAYMENT AND REPORTING REQUIREMENTS

For its performance under this Agreement, County shall pay to the ALLIANCE three (3) equal payments of \$33,333, upon submittal of a quarterly report and completion of the deliverables referenced in Exhibit A, Scope of Services. All payment requests by the ALLIANCE to the COUNTY shall be submitted with a completed Program Performance Report and Exhibit "D" Payment Record Chart in a form acceptable to the COUNTY and the ALLIANCE, as generally outlined and set forth in Exhibit "C" attached hereto and by reference made a part hereof. Payments to the ALLIANCE will be made within thirty (30) days of requests therefore in accordance with the procedures specified by Exhibit "B" Method of Payment and Budget Detail for Services. If the COUNTY determines, through its inspection or review that the ALLIANCE has performed, or is performing less than the total agreed upon services, then the COUNTY shall notify the ALLIANCE in writing specifying those services which it alleges have not been performed or fully performed and the ALLIANCE shall have thirty (30) days from receipt thereof to submit a then current Program Performance Report which shall address such allegations in detail and/or shall meet with the appropriate representatives of the COUNTY to discuss resolution thereof and cure or remedy any services not fully

performed, and upon failure thereof, the COUNTY shall be entitled to reduce payment otherwise due for such services not fully performed on a pro-rata basis. Performance will be measured by the defined Scope of Services set out in Exhibit "A" or a percentage of defined service goals completed and by such other standards as the parties may agree upon in writing. The ALLIANCE shall submit its first payment request, and Program Performance Report on or before March 31, 2015, and its second request on or before June 30, 2015. The ALLIANCE shall submit its final payment request, Program Performance Report, and year-end analysis, and any other required reports within forty five (45) days of the expiration of the term of this Agreement, or earlier termination of this Agreement. If the ALLIANCE fails to comply with the requirements of this Article, the COUNTY may refuse to honor or be liable for payment of any late request for payment.

#### ARTICLE V MAINTENANCE OF RECORDS

The ALLIANCE shall maintain such financial records and accounts, including invoices, purchase orders and backup materials or documents as are deemed necessary to assure a proper accounting for all COUNTY funds for which the COUNTY is obligated to reimburse the ALLIANCE under the terms of this Agreement. The aforesaid records and accounts shall be made available for inspection purposes at reasonable times and upon reasonable notice during normal business hours and as often as the COUNTY may deem necessary to verify reimbursements and any other financial records or matters covered by this Agreement. The ALLIANCE shall also provide timely and reasonable access to the ALLIANCE's CEO at times convenient for the CEO for the purpose of questions or explanations related to such records and accounts. The ALLIANCE shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from the COUNTY, or until any or all questioned costs have been resolved or litigation, if any, is completed, in the event funds expended under this Agreement are questioned or become the subject of litigation.

#### ARTICLE VI INDEMNIFICATION

The ALLIANCE shall indemnify, hold harmless, and defend the COUNTY, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the ALLIANCE, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of its indemnification shall be limited by the insurance available to ALLIANCE in accord with Article X of this Agreement. In any and all claims against the COUNTY or any of its agents or employees by any employee of the ALLIANCE, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall be limited to the amount or type of damages, compensation or benefits payable by or for the ALLIANCE or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### ARTICLE VII TERMINATION

This Agreement may be terminated for cause by either party by giving thirty (30) days prior written notice of such intent specifying the reason and the cause. For this purpose cause means that a

party has failed in a material way to have performed as required hereunder. The party giving the notice shall specify the specific grounds for cause. The party receiving the notice shall have a period of thirty (30) days in order to attempt to cure the deficiencies or cause prior to any termination thereof.

The aforesaid termination notices, as well as all other notices required herein, shall be considered received by the ALLIANCE and the COUNTY if sent by certified mail, return receipt requested, or by overnight personal delivery service requiring a signature for delivery, and addressed as provided for in Article XXVIII of this Agreement.

ARTICLE VIII  
EQUAL OPPORTUNITY CLAUSE

The ALLIANCE agrees to abide by the provisions contained in Collier County CMA # 5 3 8 3 , as amended, which is attached hereto as Exhibit F and incorporated herein by this reference.

ARTICLE IX  
STATEMENT OF ASSURANCE

During the performance of this Agreement, the ALLIANCE assures the COUNTY that the ALLIANCE is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, as amended, and the Collier County Human Rights Ordinance (Ordinance No. 00-37), in that the ALLIANCE does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ALLIANCE' s employees or applicants for employment. Further, the ALLIANCE assures the COUNTY of the ALLIANCE s compliance with the Americans with Disabilities Act of 1990, as amended, as applicable. The ALLIANCE understands and agrees that this Agreement is conditioned upon the veracity of such statements of assurance. Furthermore, the ALLIANCE assures the COUNTY that it will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

ARTICLE X  
INSURANCE

The ALLIANCE shall provide and maintain the following insurance coverage's in the amounts specified throughout the period of this Agreement on behalf of the ALLIANCE and the COUNTY, by naming the COUNTY as an additional insured under the policies of insurance that it maintains, a copy of the declarations page thereof being attached as Exhibit E, as follows: Commercial General Liability insurance: with coverage limits of \$500,000, general which shall apply to claims that may be asserted against the COUNTY by reason of the act or activities of the ALLIANCE. The ALLIANCE shall maintain workers' compensation coverage as required by Florida law.

All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Every insurance policy must provide for up to thirty (30) days prior written notice to the COUNTY of any cancellation, intent not to renew, or reduction in the policy coverage. Coverage shall be documented by a Certificate of Insurance.

ARTICLE XI  
CONFLICT OF INTEREST

The ALLIANCE represents that it presently has no interest, and shall acquire no such interest: financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity; or incur any obligation of any nature which would conflict in any manner with the performance of service required hereunder.

ARTICLE XII  
DRUG FREE WORKPLACE

The ALLIANCE shall administer, in good faith, a policy designed to ensure that the ALLIANCE's employees, agents and subcontractors are free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE XIII  
GOVERNING LAW; VENUE

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules, and regulations of the United States if the ALLIANCE is providing services funded by the United States Government. Venue shall be in Collier County, Florida.

ARTICLE XIV  
COMPLIANCE

The ALLIANCE shall comply with the requirements of all federal, state, and local laws, rules, codes, ordinances and regulations pertaining to this Agreement.

ARTICLE XV  
ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

ARTICLE XVI  
HEADINGS

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

ARTICLE XVII  
WAIVER

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the same terms, covenants, and conditions of this Agreement. The payment or acceptance of funds for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XVIII  
ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties at law, or in equity, which may now or in the future be applicable..

ARTICLE XIX  
ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Articles of this Agreement and the exhibits hereto, the contents of the Articles of this Agreement shall control over the contents of the exhibits.

ARTICLE  
XX SEVERABIL  
TY

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid or illegal, the remainder of the Agreement shall not be affected by such invalidity or illegality and shall remain in full force and effect.

ARTICLE XXI  
PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the services performed by the ALLIANCE pursuant to this Agreement must recognize the contribution of the BCC as a funding source. The ALLIANCE being a not-for-profit corporation receiving public funding or non-monetary contributions through the COUNTY shall recognize the COUNTY for its contribution in all promotional materials and at any event or workshop for which COUNTY funds are allocated. In written materials, the reference to the COUNTY must appear in the same size letters and font type as the name of any other funding sources.

In addition, any development project announcement, ceremonial business opening, or publicity event resulting from efforts of the ALLIANCE, and particularly those projects induced with COUNTY funded financial incentives or other contributions, will be planned in cooperation with the COUNTY's Economic Development and Communications Departments for purposes of coordinating COUNTY's official COUNTY protocol and public recognition. Prior notification to the two Departments for such events will be no less than 15 working days whenever possible or practicable, and potential prospects will be made aware of the COUNTY's publicity protocol before final inducement with any incentive packages or contributions.

ARTICLE XXII  
SURVIVABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE XXIII  
THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the COUNTY and the ALLIANCE. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement.



Approved as to form and legality

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Jennifer A. Belpedio,  
Assistant County Attorney

**EXHIBIT A  
SCOPE OF SERVICE  
FY2015**

ORGANIZATION: Southwest Florida Economic Development Alliance, Inc.

PROGRAM: Economic Development Services

**I. Objective : Marketing Outreach & Site Selector Relationships**

The activities of the Alliance to strengthen the Southwest Florida Region economy by activities that will include, but not be limited to: generating business awareness and interest in Southwest Florida through targeted outreach, marketing and relationship building and serving as a transparent economic development coordinator in disseminating leads. Specific activities will be outlined in the Annual Marketing Plan developed by the Marketing Advisory Committee and approved by the Alliance's Board of Directors. The Marketing Advisory Committee will include economic development professionals from Collier County and other counties represented by the Alliance. The activities may include participation in trade shows, site selector events, along with hosting special functions such as CEO forums and site selector meetings. The Alliance may also participate in international events and activities coordinated through Enterprise Florida.

**Performance Criteria**

The ALLIANCE shall provide statements to include evidence and invoices substantiating the following activities/accomplishments for reimbursement:

**Deliverable 1:** Approved Annual Marketing Plan developed in conjunction with Marketing Advisory Committee, to include professionals from Collier County.

**Deliverable 2:** During the term of this Agreement, execution of specific activities within the Annual Marketing Plan, including sponsoring, organizing, and participating in outreach events designed for engaging regional partner attendance, including but not limited to trade shows, recruiting trips, and consultant events. The four (4) events will constitute marketing and promotional programmed activities for developing site selector relationships and building awareness of the Southwest Florida Region as a business destination.

**Deliverable 3:** Account for prospect & contact activities through the adoption and use of a lead dissemination tool to track prospect information derived from Alliance's marketing efforts.

**II. Objective: Website Expense and Marketing Data**

The Alliance will manage the regional data repository and website, keeping the information accurate, current, and relevant and market the site to drive activity. The website and appropriate digital capabilities will be continually enhanced and developed for maximum

effectiveness. The website will include an online property locator through LoopNet that allows businesses to easily identify suitable buildings and sites.

### **Performance Criteria**

The ALLIANCE shall provide statements to include evidence and invoices substantiating the following activities for reimbursement:

**Deliverable 4:** Maintain attractive and relevant website to highlight attributes of the Southwest Florida Region including Collier County Business Development programs. The data updates and website refreshments will be performed regularly and programs will be initiated to market the website and optimized its usage.

### **III. Objective: Staff & Operations**

The Alliance Director would lead the Alliance and represent the organization both externally and internally to the region. Externally, the Director would oversee development and execution of the annual marketing plan. The Director would also focus on promoting the region to targeted site selectors and companies; Enterprise Florida, and international consulates, attending trade missions where appropriate. Internally, the Director would manage investor relations, direct fund-raising activities, work with the Investor Advisory Committee to develop long and short term strategy recommendations for the ALLIANCE, promote the importance of economic development within the region, and act as liaison for economic development activities for Southwest Florida.

### **Performance Criteria.**

The ALLIANCE shall provide statements to include evidence and invoices substantiating the following activities for reimbursement:

**Deliverable 5:** Successful recruitments of the Alliance Director and operational support staff two (2 ) FTE's to accomplish the tasks to achieve performance required by the agreement.

**Deliverable 6:** Annual Report Presentation to the Collier County Board of Commissioners once during the term of this Agreement reporting on the marketing, recruitment, and expansion/retention activities for the Southwest Florida Region.

**EXHIBIT B**  
**METHOD OF PAYMENT**  
**FY2015**

ORGANIZATION: Southwest Florida Economic Development Alliance, Inc.

PROGRAM: Economic Development Services

RELEASE OF FUNDS SHALL BE IN ACCORDANCE WITH THE APPROVED BUDGET WILL BE MADE UPON RECEIPT OF THE COMPLETED REQUEST FOR PAYMENT FORM EVERY 90 DAYS. NO MODIFICATIONS WITHIN BUDGET CATEGORIES SHALL BE FUNDED UNLESS PRIOR WRITTEN APPROVAL HAS BEEN GRANTED BY THE COUNTY MANAGER, WHICH APPROVAL SHALL BE CONSISTENT WITH THE TERMS OF THE COUNTY/ALLIANCE BUDGET AND AGREEMENT AND NOT UNREASONABLY WITHHELD. PAYMENT REQUESTS SHALL NOT BE SUBMITTED FOR A PERIOD OF LESS THAN ONE QUARTER. THE COUNTY'S FISCAL YEAR COMMENCES ON OCTOBER 1st AND ENDS ON SEPTEMBER 30th OF THE FOLLOWING CALENDAR YEAR. INVOICES FOR SERVICES DELIVERED BETWEEN OCTOBER 1st AND SEPTEMBER 30th MUST BE RECEIVED NO LATER THAN SEPTEMBER 30th OF EACH YEAR TO ALLOW CLOSEOUT OF THE COUNTY'S FISCAL YEAR. IN NO EVENT HOWEVER, SHALL PAYMENTS TO THE ALLIANCE UNDER THIS AGREEMENT EXCEED \$100,000.00 PER COUNTY FISCAL YEAR. FOR THE CURRENT FISCAL YEAR, THIS WOULD BE THE PERIOD FROM JANUARY TO SEPTEMBER 2015.

TOTAL (County Portion)

\$100,000.00 (fiscal year)

The requests for payment shall include the report on progress on the strategies and tasks identified in the agreed Scope of Services.

**BUDGET DETAIL FOR SERVICES  
FY2015**

ORGANIZATION: Southwest Florida Economic Development Alliance, Inc.

PROGRAM: Economic Development

<b>Budget Category</b>	<b>Approved Budget</b>
1. Salaries including benefits	
Director	\$40,000
Operations Support Staff Person	\$10,000
<b>Personnel Subtotal</b>	<b>\$50,000</b>
2. Marketing Outreach and Website Expenses as described in Deliverables 1-4.	
Marketing Plan Activities and Website Maintenance, Marketing, & Optimization	\$50,000
<b>Marketing &amp; Website Subtotal</b>	<b>\$50,000</b>
Total Budget Categories	<b>\$100,000 per County FY</b>

NOTE: When completing payment requests complete the appropriate forms and attach detailed documentation identifying obligations or expenses in the above budget categories only.

**EXHIBIT C**  
**PROGRAM PERFORMANCE REPORT**  
**FY2015**

ORGANIZATION: Southwest Florida Economic Development Alliance, Inc.  
PROGRAM: Economic Development

REPORT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_

PERCENTAGE OR SCOPE OR SERVICES OR COMPONENTS OF CONTRACT  
COMPLETED \_\_\_\_\_%

**I. ACCOMPLISHMENTS:**

<b>Report No.</b>	<b>A: Staff &amp; Operations</b>	<b>B: Marketing Outreach Accomplishments</b>
1. Submit On or before, March 31, 2015.	a. Director on board. See Art IV below for submittals.	a. Annual Marketing Plan approved and implemented. b. Progress toward (4) Marketing Events for the calendar year 2015. See Art IV below for submittals.
2. Submit On or before, June 30, 2015.	a. Director on board. b. Support Staff Person on board. See Art IV below for submittals.	a. Two (2) Marketing Events Accomplished, or progress toward (4) Marketing Events for calendar year 2015. b. Adopt and use lead dissemination tool. c. Maintain & Enhance Website Attributes. See Art IV below for submittals.
3. Submit Within 45 days of expiration or termination.	a. Director on board. b. Support Staff Person on board. c. Annual Report Presentation to the Collier County Board of Commissioners Accomplished. See Art IV below for submittals.	a. Three (3) Marketing Events Accomplished, or progress toward (4) Marketing Events for calendar year 2015. b. Account for Prospect & Contact. c. Maintain & Enhance Website. See Art IV below for submittals.

**II. PROBLEMS:**

**III. STATUS REPORT ON PROVISION OF SERVICES: (include report period and year- to-date)**

SCOPE OF SERVICE PROVIDED	ANNUAL PROGRAM GOAL	REPORT PERIOD	YEAR TO DATE	% OF GOAL COMPLETED
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(See attached scope of work for detailed deliverables, benchmarks and performance measures.)

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#### IV. OTHER COMMENTS:

**SUPPORTING ATTACHMENTS:** Along with the above status report, provide Project details for the deliverables delineated in Exhibit A. For specific activities and accomplishments submit supporting documentation listed below or other documents which support accomplishment of deliverable. With regard to staff accomplishments submit timesheets signed by supervisors and payroll reports. With regard to operations accomplishments submit Project Detailed Expense reports, invoices, statements, and canceled checks. With regard to marketing outreach accomplishments submit invoices and cancelled checks, copies of press releases, media placement and other ads, the approved Annual Marketing Plan, event budgets and invitations or invoices for reserving event locations, screen print outs of the lead dissemination tool or lead dissemination reports, SEO & website analytic reports, and reports on the Alliance's prospect and contact activities including number of missions, conferences, publications, meetings, and other measurable activities.

INSTRUCTIONS FOR  
PROGRAM PERFORMANCE REPORT

THE PURPOSE OF THIS REPORT IS TO PRESENT A CONCISE REVIEW SUMMARIZING THE ALLIANCE'S ACTIVITIES FOR THE COUNTY FUNDED PROGRAM. USE ADDITIONAL PAGES ONLY IF NECESSARY/REQUIRED.

The ALLIANCE: Provide name of the ALLIANCE as it appears on your Agreement.

Program: Provide title of the program or general service area as contracted. It is defined in the Agreement between the COUNTY and the ALLIANCE for economic development.

Report Period: Identify dates covered by this narrative report. After the first report, begin with ending date of the previous report.

- I. Accomplishments  
Highlight significant or major accomplishments in the COUNTY funded program during the report period.
  
- II. Problems  
Provide a description of the problems that were encountered during this report period which would have a negative impact on the program. Also, provide a plan for a corrective action, to include time of implementation, effect on the program, and indicate if there is a need to modify the program, goals, Agreement or funding.
  
- III. Status Report on Provision of Services, Goals and Objectives (Report period and year-to- date)  
Report statistically on program goal achievements for report period and year-to-date total.
  
- IV. Other Comments  
Use this section for general remarks regarding ALLIANCE, etc. General information to assist in understanding the program's operation and purpose may be included.

Provide any Required Attachment.



**EXHIBIT E**  
**ALLIANCE GENERAL LIABILITY COVERAGE**  
**DECLARATION SHEET**  
**Southern-Owners Ins. Co. Policy # 142312-20879490-14**

**EXHIBIT F**  
**COLLIER COUNTY CMA #5383**