

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Annual funding agreement with the Sumter County Chamber of Commerce (Staff recommends approval).

REQUESTED ACTION: Staff recommends approval.

Work Session (Report Only) **DATE OF MEETING:** 9/28/2010
 Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity:

Sumter County Chamber of
Commerce

Effective Date: 10/01/2010

Termination Date: 09/30/2011

Managing Division / Dept:

Support Services / Budget

BUDGET IMPACT: \$16,924 budgeted in FY 2010/11

Annual
 Capital
 N/A

FUNDING SOURCE: General Fund

EXPENDITURE ACCOUNT: 001-420-552-4805

HISTORY/FACTS/ISSUES:

The 2010/11 fiscal year budget contains funding for the Sumter County Chamber of Commerce in the amount of \$16,924.

The Chamber is a local nonprofit organization which promotes and advances the business climate in Sumter County.

AGREEMENT

This Agreement is made and entered into this 28th day of September, 2010 by and between the **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**, FLORIDA, a political subdivision of the State of Florida, 7375 Powell Rd, Wildwood, Florida, 34785, hereinafter referred to as "Board" and **SUMTER COUNTY CHAMBER OF COMMERCE**, P.O. Box 100, Sumterville, FL 33585, hereinafter called "Chamber".

WITNESSETH:

WHEREAS, the Chamber is a local nonprofit organization which represents its business members' interests: and

WHEREAS, the Board has appropriated funds for the Chamber to be used by the Chamber in providing support to the efforts of Sumter County Economical Development; and

WHEREAS, the Board desires business input to its policy considerations;

NOW, THEREFORE, in consideration of the covenants herein contained, be it mutually agreed by the parties as follows:

1. Payment: For the services provided and the duties performed by the Chamber, the Board agrees to pay to the Chamber \$16,924.00, which sum shall be paid on a monthly or quarterly basis, as the parties may find convenient. Such payments shall be made upon certification for each pay period by the Chamber to the Board that the services were provided and performed during said time period.
2. Chamber Duties: The Chamber shall report to the Board as to the progress of the services provided and shall submit a report to the Board upon completion of the programs. The Chamber shall maintain complete financial and performance records at all times in accordance with generally accepted accounting principles. All activities and records of the Chamber shall be subject to audit at any time by the auditors of the Board. The Chamber shall provide the Board with copies of its Article of Incorporation, By-laws, personnel policies and such other documents as may be required by the Board or its auditors to ensure that all expenditures made pursuant this contract are for a valid public purpose, and as such documents are amended or changed in any way. The Chamber at a minimum will also perform the following:
 - a. Increase visibility and expansion of Leadership Sumter and Alumni to assist in the development of local business leaders
 - b. Increase community awareness for ribbon-cuttings and grand openings in order to connect new businesses to the Sumter Community and the celebration of expansions of existing businesses.
 - c. Advocate for the improvement of relationships between business and the local governments by actively providing feedback to ordinances, policies. and fees proposed by local governments that may better support or hinder local businesses.
 - d. Act as a resource to local governments for the dissemination of information, solicitation of support, and advocacy for local government initiatives that improve the business climate and overall welfare of the community.

3. Indemnification: The Chamber hereby agrees it shall indemnify and save harmless the Board and the County from any and all liability, claims, damages, and losses, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the performance of any services, program, duty or obligation herein set forth with the use, occupation, management or control of any facility herein provided for or any improvements thereto or any furniture, furnishings, equipment and fixtures used in connection with said facility. The Chamber shall at its expense, defend any and all actions, suits, or proceedings which may be brought against the Board or County in connection with the above and satisfy, pay and discharge any and all judgments that may be entered against the Board or the County in such action, suit, or proceeding. The Chamber shall furnish proof of liability insurance issued by companies and in such amounts as approved by the Board which policies shall name the Board as an additional insured.

4. Reports and Certifications: The Chamber shall provide monthly or such other periodic financial statements and activity reports to the Board in the form and manner prescribed by the Board which shall include a certification to the Board that the duties and services set forth in this Agreement and any attachments hereto were provided and performed in the previous time period. The Chamber shall cooperate with and provide the Board or its duly authorized agents any additional information or reports concerning the activity, income, revenues, expenses and disbursements of the Chamber or any of its agents or representatives when so requested, so long as confidentiality requirements are not abrogated.

5. Independent Contractor: The Chamber shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall in any way be construed to constitute the Chamber or any of its agents or employees as the agent, employees as the agent, employee or representative of the Board.

6. Termination: This Agreement shall terminate on September 30, 2011, unless sooner terminated by either party upon 30 days notice. The Board reserves the right to terminate this Agreement at any time if it makes the determination that the Chamber is not living up to the terms and conditions of this Agreement. This Agreement may be extended in writing by the parties.

ATTEST: GLORIA HAYWARD
CLERK AND AUDITOR

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY

By: Deputy Clerk

By: Doug Gilpin, Chairman

ATTEST:

SUMTER COUNTY CHAMBER OF COMMERCE

By:

By: