

MEMORANDUM OF AGREEMENT

between

BROWARD COUNTY

and

THE ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA

for

PROMOTION OF PUBLIC/PRIVATE PARTNERSHIPS WITH
RESPECT TO A SCIENCE AND TECHNOLOGY INITIATIVE FOR ECONOMIC GROWTH
IN BROWARD COUNTY

This is a "Memorandum of Agreement" made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY";

AND

THE ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA, a nonprofit organization located in Boca Raton, Florida, serving Palm Beach, Broward and Miami-Dade Counties, and organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "EDC."

WITNESSETH:

WHEREAS, EDC assists emerging science and technology companies through the creation of high skill, high wage jobs in key industries; and

WHEREAS, COUNTY and EDC desire to cooperatively work together to promote and encourage mutual cooperation and public/private partnerships with respect to science and technology initiatives for economic growth in all sectors of the local and regional economy of Broward County; and

WHEREAS, COUNTY and EDC desire to formalize a process authorizing designated COUNTY and EDC staff to work together to implement the endeavors as set forth in this Memorandum of Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, promises, and covenants hereinafter set forth, COUNTY and EDC agree as follows:

ARTICLE 1
RECITALS

The above recitals and representations are true and correct and incorporated herein by reference.

ARTICLE 2
SCOPE

- 2.1 The Scope of services to be performed pursuant to this Memorandum of Agreement for the enhancement of economic opportunities in Broward County is as follows:
 - 2.1.1 COUNTY and EDC shall conduct research of the existing inventory of existing science and technology companies that qualify as approved industries by the Broward Board of County Commissioners in Broward County and south Florida;
 - 2.1.2 COUNTY and EDC shall conduct workforce development in Broward County and south Florida;
 - 2.1.3 EDC shall participate in promoting public relations by preparing a number of south Florida business success stories to communicate the value of these developments in economic growth;
 - 2.1.4 COUNTY and EDC shall seek Finance by attracting venture capital resources to provide investment for science and technology companies;
 - 2.1.5 COUNTY and EDC shall participate in training and education endeavors by conducting events that support transfer of technology, understanding of research and development issues, and other issues related to starting and growing a science or technology company, as well as maintaining a website that includes information relevant to the understanding of these issues.
- 2.2 COUNTY and EDC will designate staff to cooperate in the manner set forth in this Memorandum of Agreement to work together to accomplish the Scope of services of this Memorandum of Agreement. For the purposes of this Memorandum of Agreement, COUNTY and EDC will designate a contact person from COUNTY (through the Office of Economic and Small Business Development) and from EDC.
 - 2.2.1 The Office of Economic and Small Business Development, through the County Administrator, will report directly to the Broward County Board of County Commissioners on a bi-annual basis, with respect to the progress being made by COUNTY and EDC, in furtherance of the terms and implementation of this Memorandum of Agreement by and between them.

ARTICLE 3
COSTS

- 3.1 This Memorandum of Agreement is neither a fiscal nor a funds obligation document and no exchange of funds will take place between COUNTY and EDC.

ARTICLE 4
TERM OF AGREEMENT

- 4.1 This Memorandum of Agreement will be effective on the date of last signature of both parties and shall continue in full force and effect until midnight November 30, 2016. The provisions in this Memorandum of Agreement will be reviewed periodically, as appropriate, and amended or supplemented as may be mutually agreed upon, in writing, with the same or similar formality as this Memorandum of Agreement and executed by the parties herein.

ARTICLE 5
TERMINATION

- 5.1 This Memorandum of Agreement may be terminated for convenience by either party upon sixty (60) days written notice to the other party of such termination pursuant to Section 7, NOTICES, herein.

ARTICLE 6
INDEMNIFICATION

- 6.1 EDC shall, at all times hereafter, indemnify, hold harmless and at the County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs and expenses, caused or alleged to be caused by negligent act or omission of EDC, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Memorandum of Agreement including, without limitation, any and all claims, losses, liabilities, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions and obligations of this section shall survive the expiration or earlier termination of this Memorandum of Agreement.

ARTICLE 7
NOTICES

- 7.1 Any and all notices given or required under this Memorandum of Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

FOR BROWARD COUNTY:

Norman Taylor, Director
Broward County Office of Economic and Small Business Development
Room A680
115 South Andrews Avenue
Fort Lauderdale, FL 33301-1802

With copy to:

County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, FL 33301

FOR ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA

Jane Teague, Executive Director
Enterprise Development
Corporation of South Florida
3701 FAU Blvd., Suite 210
Boca Raton, FL 33431

ARTICLE 8
MISCELLANEOUS

8.1 ASSIGNMENT AND PERFORMANCE

Neither this Memorandum of Agreement nor any interest herein shall be assigned or transferred or encumbered without the written consent of the other party. COUNTY and EDC represent that all persons performing the duties and obligations required by this Memorandum of Agreement have the knowledge and skills to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to the parties' satisfaction. COUNTY and EDC will perform their duties, obligations, and services under this Memorandum of Agreement in a skillful and respectable manner.

8.2 CONFLICTS

No party herein or its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with EDC's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

EDC further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or EDC is not a party, unless compelled by court process. Further EDC agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude EDC or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

8.3 COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Memorandum of Agreement.

8.4 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Memorandum of Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.5 INDEPENDENT CONTRACTOR

EDC is an independent contractor under this Memorandum Agreement. Services provided by EDC pursuant to this Memorandum Agreement shall be subject to the supervision of EDC. In providing such services, neither EDC nor its agents shall act as officers, employees, or agents of COUNTY, and no partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to EDC or EDC's agents any authority of any kind to bind COUNTY in any respect whatsoever.

8.6 THIRD PARTY BENEFICIARIES

Neither EDC nor COUNTY intends to directly or substantially benefit a third party by this Memorandum of Agreement. Therefore, the parties agree there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Memorandum of Agreement.

8.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Memorandum of Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Memorandum of Agreement shall prevail and be given effect.

8.8 APPLICABLE LAW AND VENUE

This Memorandum of Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida.

8.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written documents prepared with the same or similar formality as this Memorandum of Agreement and executed by the parties hereto.

8.10 PRIOR AGREEMENTS

This document incorporates and includes all prior correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Memorandum of Agreement that are not contained in this document. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 8.9 above.

8.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

8.12 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners signing by and through its Mayor or Vice- Mayor on the _____ day of _____, 20__; and THE ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA, signing by and through its _____, duly authorized to execute same.

COUNTY:

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____

_____ day _____, 20____
Mayor

Approved as to form by
Office of County Attorney
JONI ARMSTONG COFFEY, County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Carl L. Kitchner
Assistant County Attorney

_____ day of _____, 20____

APPROVED:

Noel M. Pfeffer
Deputy County Attorney

MEMORANDUM OF AGREEMENT AMONG BROWARD COUNTY AND THE ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA FOR PROMOTION OF PUBLIC/PRIVATE PARTNERSHIPS WITH RESPECT TO A SCIENCE AND TECHNOLOGY INITIATIVE FOR ECONOMIC GROWTH IN BROWARD COUNTY

WITNESSES:

THE ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA

By _____

____ day of _____, 20____

CLK:dmv
11/28/11
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