



Primary County Partner Memorandum of Understanding (MOU)

FloridaCommerce and SelectFlorida And Charlotte County Economic Development Office

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”), dated as of the ____ day of _____ 2025, is by and between **Charlotte County Economic Development Office (“Partner”)**, the **Florida Department of Commerce (FloridaCommerce)**, and **SelectFlorida (“Agencies”)**.

BACKGROUND

About FloridaCommerce

The Florida Department of Commerce (FloridaCommerce) is the State of Florida’s economic, community, and workforce development agency. FloridaCommerce combines the state’s economic, workforce, and community development efforts, expediting economic development projects to fuel job creation in communities and promote economic resiliency.

About SelectFlorida

SelectFlorida is a direct support organization under the oversight of FloridaCommerce and serves as the State of Florida’s official international commerce organization. In addition, SelectFlorida supports FloridaCommerce’s mission and strategic priorities as a statutorily established direct support organization supported by public and private partners.

About Charlotte County Economic Development Office

Charlotte County Economic Development Office is an organization responsible for supporting economic development programs, including, but not limited to, business recruitment and retention, job creation, business development and expansion, and general economic activities in **Charlotte County**.

DESIGNATION OF PRIMARY PARTNER

Agencies designate Charlotte County Economic Development Office as their Primary Economic Development Partner for Partner’s territory. Partner shall maintain its autonomy while collaborating with Agencies on economic and business development initiatives, and in fostering statewide economic synergy to enhance Florida’s economy.

AGREEMENT

The parties agree to collaborate as follows:



1. **Partner** will share information about, and promote, FloridaCommerce and SelectFlorida programs, services, and initiatives with their stakeholders, including, but not limited to citizens, businesses, and other organizations supporting economic development with content and collateral approved by FloridaCommerce and SelectFlorida. In addition, **Partner** will share statistics and information about Florida's statewide business and economic environment, as well as economic tools, as provided by FloridaCommerce and SelectFlorida.
2. Agencies work to generate economic development leads at the state level and will disseminate leads to the Partner that meets the project's stated criteria. **Partner** will make every effort to connect with FloridaCommerce and SelectFlorida in a timely manner after receiving a lead or Request for Information (RFI) to maximize Florida's chances of success. **Partner** will be responsive to requests related to the RFI.
3. SelectFlorida and FloridaCommerce agree, where feasible, to visit with businesses and partner organizations within **Partner's** territory to better understand local needs and to share information about agencies' programs and services.
4. Upon request, SelectFlorida and FloridaCommerce will provide **Partner** with information and technical assistance on state-level business incentive programs and other resources that support job growth. FloridaCommerce will offer advice and guidance to **Partner** in completing applications for state incentive programs.
5. **Partner** will inform Agencies of job or company announcements about state-led projects at the earliest opportunity.
6. FloridaCommerce and SelectFlorida regularly produces time-sensitive reports, documents and publications on economic development in Florida. Upon request, **Partner** will provide information in a timely manner that supports these efforts. Information requested may include data relative to strategies, industries, community assets, trends, analysis, marketing, funding, et al.
7. Statewide economic development marketing and branding efforts are under the purview of FloridaCommerce and may be implemented at the discretion of FloridaCommerce. These efforts are supported by SelectFlorida. Research and state economic development events are under the joint purview of FloridaCommerce and SelectFlorida. **Partner** agrees to support these efforts when appropriate, including, but not limited to, economic development events, international events, inbound delegations, working group meetings, stakeholder meetings, and marketing campaigns. **Partner** is responsible for marketing its respective communities, defining its economic vision and image, and ensuring



that the messaging does not contradict FloridaCommerce's messaging and marketing and branding initiatives

8. **Partner** will consider inviting FloridaCommerce to address key stakeholders or board members annually for the purpose of sharing economic highlights and initiatives, as well as engaging with local economic development partners. Schedule permitting, Agencies agree to designate and send a speaker.
9. SelectFlorida shall facilitate quarterly meetings of all primary partners. **Partner** agrees to participate, when feasible, in the meetings. SelectFlorida agrees to appoint the chief executive of **Partner's** organization, or their designee, to the Economic Development Advisory Council.

TERM

This MOU will become effective upon signing by the Agencies and **Partner**. The MOU will remain in effect unless otherwise terminated by Agencies and/or **Partner**. Agencies and **Partner** reserve the right to terminate this MOU at any time for any reason with written notification to all parties.

This MOU may be amended by mutual agreement of both parties in writing.

NO JOINT VENTURE

The Parties agree that they are not entering into a legal partnership, joint venture agreement, or any other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party shall refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention. The Parties agree that this MOU is being entered into solely to memorialize the intention of both parties to mutually cooperate towards their shared objectives. The Parties agree that this MOU creates no legal obligation on the part of either Party and does not provide either Party with a cause of action should the other Party fail to perform or underperform according to the terms contained herein.

CONFIDENTIALITY

During the Term of this MOU and thereafter, the terms of this MOU and the nature and substance of the meetings that preceded it are strictly confidential and shall not be used, published, or disclosed to any other person or entity in any manner whatsoever without the prior clear and express written approval of the other party, for which approval may be withheld at that party's sole discretion, except:

- (a) to the board of directors, senior management, and only those other employees and/or agents of each party who need to know in order to perform an activity described in this MOU, each of whom will be advised of this confidentiality provision; and



(b) as otherwise compelled by law, including Florida's Public Records Laws.

ENTIRETY

All understandings and agreements previously existing between the Parties hereto with respect to the agreements contemplated hereby are merged into this MOU, and this MOU reflects the entire understanding of the Parties with respect to such agreements. This MOU cannot be modified except by written agreement signed by all of the Parties hereto.

Approvals

Executed and delivered on the date first set forth above.

Signed by:

Name: J. Alex Kelly
Title: Secretary

Name: Matt Swanson, DBA
Title: Interim President

FloridaCommerce

SelectFlorida

Dated:

Dated:

Name: Kay Tracy
Title: Economic Development
Director

**Charlotte County Economic
Development Office**

Dated:
