

## RESOLUTION

NUMBER 2020-

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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, IN SUPPORT OF AND APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE TO DARZAC MODULAR, INC.; PROVIDING FOR AUTHORIZATION TO EXECUTE AN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT; APPROVING A BUDGET ALLOCATION TO FUND THE ECONOMIC DEVELOPMENT INCENTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

### RECITALS

WHEREAS, Darzac Modular, Inc. ("Darzac") is a modular home manufacturer and developer; and

WHEREAS, Darzac is relocating its operations to Charlotte County; and

WHEREAS, Darzac has submitted a complete and properly executed application to the director of the economic development office; and

WHEREAS, Darzac will produce 30 quality jobs with salaries equal to or greater than the Charlotte County Average Annual Wage (CCAW); and

WHEREAS, Darzac sales plan meets the fifty-one percent (51%) export sales requirement; and

WHEREAS, Darzac manufactures affordable modular homes, which qualifies as a targeted industry (i.e., "construction and related industries"); and

WHEREAS, Darzac has proffered an Economic Development Incentive Program Agreement to the County; and

WHEREAS, Darzac shows a greater than one hundred (100) percent, ten-year cumulative direct return on investment; and

WHEREAS, Darzac immediately plans to construct manufacturing facility with a total capital investment of no less than \$1,250,000; and

WHEREAS, Darzac's proposal qualifies for Economic Development Incentives pursuant to Chapter 1-7, Article V of the Code and therefore constitutes a public purpose under the Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida that:

1. The Board hereby authorizes the Chairman to execute Darzac's Economic Development Incentive Program Agreement attached as Exhibit "A."

2. The Board approves funding of the Employment Incentive in an amount not to exceed \$30,000.00.

3. The Board approves a Capital Incentive in an amount not to exceed \$12,500.00.

4. This resolution takes effect immediately upon adoption.

PASSED AND DULY adopted this 13th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: \_\_\_\_\_  
William G. Truex, Chairman

ATTEST:  
Roger D. Eaton, Clerk of the  
Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR 20-0620, 2/19

**ECONOMIC DEVELOPMENT INCENTIVE CODE**  
**PROGRAM AGREEMENT**

THIS ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT (the "Agreement") is made and entered into as of the "Effective Date" (as defined below), by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, whose mailing address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, ("County") and DARZAC MODULAR, INC., a Florida corporation, whose mailing address is 2638 Stonyhill Court, Cape Coral, Florida 33991, ("Company")(collectively, the "Parties").

**RECITALS**

WHEREAS, County finds that the expansion and the enhancement of the economy of Charlotte County serves a public purpose; and,

WHEREAS, County finds that providing economic incentives to certain qualified businesses improves purchasing power and the general prosperity throughout Charlotte County because of the increase, maintenance and expansion of jobs, wage levels and employee benefits; and,

WHEREAS, section 125.045 Florida Statutes states that the governing body of a county to expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose; and,

WHEREAS, pursuant to section 125.045 Florida Statutes, County enacted the Charlotte County Economic Development Incentive Program (the "Program") which is codified at chapter 1-7, article V, sections 1-7-61 through 1-7-70 (the "EDI Code"), of the Code of Laws and Ordinances of Charlotte County; and,

WHEREAS, the Program provides incentives for job development to businesses that meet certain Program requirements; and,

WHEREAS, Company has applied to participate in the Program and County has accepted Company as a Program participant; and,

WHEREAS, section 1-7-68 of the EDI Code requires County and Company to enter into a program agreement as a condition of Company's participation in the Program that sets forth certain rights and duties of County and the Company in connection with Company's participation in the Program; and,

WHEREAS, the Company is required to report detailed financial and business operation information regarding employment in connection with a production/assembly facility in Charlotte County before receiving program incentives.

NOW THEREFORE, for and in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of



which is acknowledged by County and Company, intending to be legally bound, the Parties hereby agree as follows:

1. RECITALS.

The recitals of fact set forth above are true and correct and are incorporated by reference into and made a part of this Agreement.

2. DEFINITIONS.

The words and terms used in this Agreement shall have the meanings as defined in section 1-7-64 of the EDI Code.

3. AUTHORITY.

Company warrants and represents to County that Company has all requisite lawful authority to enter into and perform this Agreement, and that the individual executing this Agreement on behalf of Company has the authority to bind Company. The authority of the individual executing this Agreement on behalf of Company shall be evidenced by written approvals, authorizations, resolutions, or such other documentation as reasonably required by counsel for County.

4. GENERAL.

County and Company agree to discharge and perform their respective obligations as set forth in the EDI Code and as supplemented by this Agreement. Subject to the limitations in the EDI Code and this Agreement, Company shall be eligible to receive the Incentives set forth in this Agreement. Incentives payable under this Agreement shall not be deemed to constitute a debt, liability, or obligation of the County within the meaning of any constitutional or statutory limitation, or a pledge of the full faith and credit or taxing power of the County.

5. RECORDS.

(A) *Annual Reporting.* The Charlotte County Budget Director, or authorized designee, will monitor and track the Company's performance and achievement of the required capital investment through Charlotte County Tax Collector records. The Charlotte County Budget Director, or authorized designee, will annually review Company's adequate documentation, to be provided to County within ten (10) business days after payment of the annual tax bill, to confirm and verify performance and maintenance of this Agreement's required employment and capital investment before annual disbursement of funds.

(B) *Records and Audit.* Company will keep, and upon request provide to County, or its agents, records verifying the required employment and capital investment. Company agrees that any Incentives paid or credited to Company that County subsequently

determines to be unfounded or invalid shall be repaid within five (5) business days after delivery of a demand from County. Company acknowledges that Florida law provides that any Incentives paid or credited that are found to be unlawful by a court of competent jurisdiction must, within five (5) business days, be repaid to County.

6. PAYMENT OF INCENTIVES.

(A) *Employment Incentive.* County agrees to pay to Company an Employment Incentive equal to One Thousand dollars (\$1,000.00) per new job created. This Incentive shall be due and payable when the Number of Employees has been sustained for one year after the Hire Date described below. Payment for this Incentive shall be upon the Date Incentive Due as shown below. County may deliver the Incentive payment on any day during the month cited below. The total amount of the Employment Incentive amount shall not exceed Thirty Thousand dollars (\$30,000.00). This Employment Incentive shall no longer be due and payable if the Company fails to hire the Number of Employees by January 31, 2021.

Hire Date	Number of Employees	Annual Wage	Average Annual Wage	Incentive Amount	Date Incentive Due
Jan 2021	30	\$1,375,600	\$45,853	\$30,000	February 2022
<b>TOTALS</b>	<b>30</b>	<b>\$1,375,600</b>	<b>\$45,853</b>	<b>\$30,000</b>	

(B) *Capital Incentive.* County agrees to pay to Company a Capital Incentive equal to One Thousand dollars (\$1,000.00) per one hundred thousand dollars (\$100,000.00) of real property value and personal property value that the subject land improvements and personal property, respectively, add to the first county tax roll pursuant to F.S. tit. XIV. This incentive shall be due and payable ninety (90) days after the County issues a final certificate of occupancy for all of the land improvements. The total amount of the Capital Incentive shall not exceed Twelve Thousand Five Hundred dollars (\$12,500.00).

(C) *Unpaid County Fees, Assessments or Other Amounts Due.* County fees, assessments, or other amounts that are outstanding when Company becomes eligible for Incentives shall be deducted from Incentive payments.

7. TERM.

This Agreement remains in effect for ten years or until all obligations of the Parties are satisfied, whichever occurs last; or until terminated pursuant to this Agreement's terms.

8. DEFAULT.

Either party shall be in default if it violates any term or provision of this Agreement. If Company fails to fulfill any term or condition in this Agreement, then the County shall



send Company a written notice of default granting five (5) business days to cure the default. If the Company fails to cure the default, then Company shall repay County the Incentives.

9. NOTICES.

All notices shall be in writing and shall be served either personally or by certified mail, return receipt requested, to the parties at the addresses listed below, unless otherwise specified in this Agreement, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing.

If to County:

County Administrator  
18500 Murdock Circle  
Port Charlotte, FL 33948

With copy to:

County Attorney  
18500 Murdock Circle  
Port Charlotte, FL 33948

If to Company:

Mr. Steven L. Darby, Vice President  
Darzac Modular, Inc.  
2638 Stonyhill Court  
Cape Coral, Florida 33991  
Email: steve@dei-fla.com

10. MISCELLANEOUS.

Nothing in this Agreement nor any act of Company or County shall be deemed or construed by Company or County or any third party to create a relationship of principal and agent, partnership, joint venture or of any other association whatsoever between Company and County. This Agreement is not assignable. Subject to the limitation set forth in the preceding sentence, this Agreement shall bind the respective heirs, executors and successors of Company and County. This Agreement supersedes all prior written or oral agreements and negotiations respecting this matter. This Agreement may not be changed or modified except by a written instrument signed by both Company and County. This Agreement shall be governed by the laws of the State of Florida. Venue shall lie solely in the appropriate court in and for Charlotte County, Florida. If any legal action or other proceeding is brought to enforce this Agreement, the parties expressly agree that each party will bear its own attorney's fees and costs incurred in the enforcement of this Agreement. This Agreement's headings are for the purposes of identification only and shall not be considered in construing this Agreement. The terms of this Agreement have

been jointly drafted by the Parties and in construing this Agreement, no legal presumptions shall arise against either Party as the drafter of the Agreement.

11. EFFECTIVE DATE.

The "Effective Date" shall be the date that County executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set after or preceding their respective signatures.

**DARZAC MODULAR, INC.,** a Florida corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: \_\_\_\_\_  
William G. Truex, Chairman

ATTEST:  
Roger D. Eaton, Clerk of the  
Circuit Court and Ex-Officio Clerk of the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR20-0620 \_\_\_\_\_