

RESOLUTION NO. 2025-148

**A RESOLUTION OF CITY OF DELTONA, FLORIDA;
AUTHORIZING THE CITY MANAGER AND/OR DESIGNEE
TO EXECUTE THE TEAM VOLUSIA ECONOMIC
DEVELOPMENT CORPORATION COOPERATIVE
ECONOMIC DEVELOPMENT AGREEMENT FOR FISCAL
YEAR 2025-2026; AUTHORIZING EXECUTION OF
SUBSEQUENT ANNUAL AGREEMENTS IN
ACCORDANCE WITH CITY BUDGETS; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE.**

WHEREAS, the Team Volusia Economic Development Corporation ("TVEDC") is a public/private not-for-profit corporation, whose primary mission is to market and recruit business from outside the area to Volusia County and to foster expansion of existing businesses within Volusia County; and

WHEREAS, the City of Deltona, Florida (the "City") desires to join the various municipalities of Volusia County and the business community in a unified business development effort through TVEDC in order to avoid fragmentation of efforts; and

WHEREAS, TVEDC has submitted its Cooperative Economic Development Agreement for Fiscal Year 2025-2026 (the "Agreement") to the City for the total amount of fifty eight thousand nine hundred and eighty seven dollars and twenty cents (\$58,987.20) to be contributed by the City; and

WHEREAS, by participating in TVEDC the City receives access to software such as Costar, GIS GURU, ESRI, Jobs EQ, and Lead Forensics; and

WHEREAS, the City's participation in TVEDC entitles the City to representation at thirty six (36) trade shows per year including Spacecom, FEDC, Synapse, America's Food and Beverage, and ICSC; and

WHEREAS, the City will receive advertising recognition as part of TVEDC in publications such as Z-Graph, Liveability Profile, Florida Trend, and Evolve; and

WHEREAS, the City of Deltona desires to remain a member of the TVEDC and provide its proportional share of funding based on population; and

WHEREAS, the City Commission desires to authorize the City Manager or his designee to execute the Agreement; and

WHEREAS, the City Commission further desires to authorize the City Manager of his designee to execute any subsequent annual Cooperative Economic Development Agreements with TVEDC in accordance with City Budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. Recitals Adopted. That each of the above recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Agreement Authorized. That the City Manager and/or his designee is authorized to execute the Team Volusia Economic Development Corporation Cooperative Economic Development Agreement for Fiscal Year 2025-2026.

Section 3. Annual Agreements Authorized. That the City Manager and/or his designee is authorized to execute subsequent annual Cooperative Economic Development Agreements in accordance with City Budgets.

Section 4. Implementation. That the City Manager is hereby authorized to take any action which is necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2025.

BY: _____
Santiago Avila, Jr., MAYOR

ATTEST:

Name	Yes	No
Avila-Vazquez		
Colwell		
Heriot		
Howington		
Lull		

Joyce Raftery, CMC, MMC, CITY CLERK

Approved as to form and legality
for use and reliance of the City of
Deltona, Florida

TG Law, PLLC, CITY ATTORNEY

Santiago		
Avila		

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the City of Deltona, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS, the City Commission of the City of Deltona have agreed to appropriate the amount of **Fifty-Eight Thousand Nine-Hundred Eighty Seven Dollars and .20 cents (\$58,987.20)** at .60 cents per capita (Deltona population 98,312 as indicated at www.bebr.ufl.edu/population), in the budget for the fiscal year 2025-2026 to support economic development activities, such sum qualifies the City for a seat on TVEDC Executive Committee.

WHEREAS the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to TVEDC the sum of **Fifty-Eight Thousand Nine-Hundred Eighty Seven Dollars and .20 cents (\$58,987.20)** at .60 cents per capita ("City Funding"), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2025. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

access to whatever information it has available to accomplish this task. Consistent with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis.** TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
 - Present cost of direct out-of-pocket City and County incentives if any
 - Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City
 - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
 - An estimate of the break-even year
6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2025 and shall continue in force for a one-year period ending September 30, 2026. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
 - b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date

TVEDC: Keith A. Norden, CEcD
President and CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

12. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

13. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____, 2025.

CITY OF DELTONA a Florida Municipal Corporation.

By: _____ Date: _____
City of Deltona, Mayor

Attest: _____ Date: _____
City of Deltona, City Manager

Attest: _____ Date: _____
City of Deltona, City Clerk

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By: Keith A. Norden Date: July 21, 2025

Title: President + CEO

Attest: Deborah J. Robbins Date: July 21, 2025