

**AMENDMENT ONE  
RENEWAL ONE  
TO DATA SHARING AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF COMMERCE  
AND  
SEMINOLE COUNTY GOVERNMENT, OFFICE OF ECONOMIC DEVELOPMENT AND TOURISM, ECONOMIC  
DEVELOPMENT DIVISION**

On August 15, 2022, the Florida Department of Commerce ("Commerce") and the Seminole County Government, Office of Economic Development and Tourism, Economic Development Division (SCEDD), hereinafter referred to as "SCEDD," entered into an agreement (the "Agreement") to establish confidentiality guidelines for Commerce to provide SCEDD with Quarterly Census of Employment and Wages (QCEW) data, including confidential RA information. Commerce and SCEDD may hereinafter be referred to each individually as a "Party" and collectively as the "Parties".

**WHEREAS**, Section III, Term of Agreement, of the Agreement provides that the Agreement shall remain in effect for three (3) years, or until terminated in accordance with Section XI, Terminations, Extensions, and Amendments; and

**WHEREAS**, Section VI, Amendments and Changes, of the Agreement provides that any change, alteration, deletion, or addition to the terms set forth in this Agreement must be by written amendment executed by the Parties thereto; and

**WHEREAS**, Section XI, Terminations, Extensions, and Amendments, subsection E., of the Agreement provides that the Agreement may be renewed in writing for a period not to exceed three (3) years or the term of the original agreement; and

**WHEREAS**, the Parties wish to renew the Agreement for three (3) years and amend the Agreement as set forth herein; and

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are hereby replaced with "Florida Department of Commerce" or "Commerce" as appropriate.
2. Section III, Term of Agreement, of the Agreement is hereby deleted in its entirety and replaced with the following:

**III. TERM OF AGREEMENT**

This Agreement is effective as of August 15, 2022, and shall remain in effect through August 14, 2028, unless otherwise terminated pursuant to Section XI, Terminations, Extensions, and Amendments. The obligations of Section IV, Inspection of Records, through Section IX, Liability and Indemnification, shall survive the expiration or termination of this Agreement, regardless of the reason.

4. Section XII, Agency Contacts, of the Agreement is hereby deleted in its entirety and replaced with the following:
  - A. Commerce designates as its liaison for all issues relating to this Agreement, Kathie Hughes, whose title is Administrator, and who may be contacted by telephone at (850) 245-7237, or by e-mail at [Kathie.Hughes@commerce.fl.gov](mailto:Kathie.Hughes@commerce.fl.gov), and whose address is 107 E. Madison Street, MSC G-020, Tallahassee, Florida 32399-4111.
  - B. SCEDD designates as its liaison for all issues relating to this Agreement, Irma Stenman, whose title is Business Development Manager, and who may be contacted by telephone at (407) 665-2908, or by e-mail at [istenman@seminolecountyfl.gov](mailto:istenman@seminolecountyfl.gov), and whose address is 1055 AAA Drive, Suite 144, Heathrow, Florida 32746.
  - C. In the event that any Party to this Agreement replaces, adds, or removes any liaison identified in this Section, the Party shall immediately inform the other Parties by email of this change.
5. All other terms and conditions remain in effect.

**[The remainder of this page has intentionally been left blank.]**

**IN WITNESS WHEREOF**, by signature below, all Parties agree to abide by the terms, conditions, and provisions of the Agreement, as amended. This instrument is effective on the date the last Party signs it.

**FLORIDA DEPARTMENT OF COMMERCE**

**SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS**

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

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

Printed Name: J. Alex Kelly

Printed Name: JAY ZEMBOWER

Title: Secretary

Title: Chairman, Board of County Commissioners

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

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

**FLORIDA DEPARTMENT OF COMMERCE  
Office of General Counsel**

Approved as to form and legal sufficiency,  
subject only to full and proper execution by the  
Parties.

**SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS / ATTEST:**

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

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

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

Printed Name: GRANT MALOY  
Title: Clerk to the Board of County  
Commissioners of Seminole County,  
Florida.

Title: \_\_\_\_\_

For the use and reliance of Seminole County only.  
Approved as to form and legal sufficiency.

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

\_\_\_\_\_  
County Attorney