

**SEMINOLE COUNTY AND SANFORD AIRPORT AUTHORITY  
MUTUAL ECONOMIC INCENTIVE AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY,” and **SANFORD AIRPORT AUTHORITY**, whose address is 1200 Red Cleveland Boulevard, Sanford, Florida 32773, in this Agreement referred to as “AUTHORITY” (collectively referred to in this Agreement as “Parties”; individually, “Party”).

**W I T N E S S E T H:**

**WHEREAS**, the Florida legislature created AUTHORITY to operate, develop, and maintain an airport, currently known as the Orlando Sanford International Airport (“OSIA”); and

**WHEREAS**, OSIA is a full-service commercial airport with 24/7 operations and non-stop service to more than 70 destinations; and



**WHEREAS**, in 2021, as a result of continued growth, OSIA completed a \$74 million terminal expansion, which increased OSIA’s footprint by 100,000 square feet to accommodate and better serve additional passengers and airlines; and

**WHEREAS**, a 2022 study by the Florida Department of Transportation estimates OSIA contributes over \$1.3 billion annually in direct economic benefit through tenants and businesses located at OSIA and on AUTHORITY construction projects; and

**WHEREAS**, a 2022 study by the Florida Department of Transportation estimates the annual economic impact of the OSIA is \$3.5 billion, including 24,000 direct and indirect jobs, amounting to \$1.1 billion in payroll; and

**WHEREAS**, in 2023, OSIA serviced 2.9 million passengers; and

**WHEREAS**, the growth of the OSIA is essential to the economic development of Seminole County; and

**WHEREAS**, new air service recruitment is critical to the growth and expansion of passenger service and economic development; and

**WHEREAS**, air service recruitment, like many other forms of economic development is highly competitive and benefits from meaningful incentives; and

**WHEREAS**, federal regulations materially limit the opportunities for airports to directly incentivize air service development; and

**WHEREAS**, the OSIA includes hundreds of acres available for green field development and redevelopment and the OSIA is aggressively working with local, regional, and State partners to pursue development opportunities and to create economic and workforce development opportunities; and



**WHEREAS**, AUTHORITY and COUNTY desire to enter into this Agreement for the purpose of growing OSIA's passenger base and supporting opportunities for economic and workforce development at OSIA; and

**WHEREAS**, pursuant to Article VIII, Section 1 of the Florida Constitution and Chapter 125, Florida Statutes, COUNTY is authorized to protect the public health, safety, and welfare of its citizens, and has the power and authority to undertake actions for valid government purposes that are not inconsistent with general or special law; and

**WHEREAS**, COUNTY has determined that, in order to enhance and preserve the health, safety and welfare of the citizens of COUNTY, it is necessary, proper, and desirable to enter into this Agreement with AUTHORITY in order to enhance and sustain the economic development of Seminole County.

**NOW, THEREFORE,** for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of the Parties, the Parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

**Section 2. Term.** The effective date of this Agreement is the date the last Party executes this Agreement, and expires on December 31, 2031 (“Term”), unless terminated earlier in accordance with this Agreement.

**Section 3. Economic Development Incentive Funds.** COUNTY will assign ONE MILLION and NO/100 DOLLARS (\$1,000,000.00) (“Incentive Funds”) to fund economic development incentives at OSIA. In exchange for such assignment, AUTHORITY shall diligently pursue economic development opportunities such as airline incentives to recruit or expand air service at OSIA, incentives for industry partners to relocate or locate operations at OSIA, or other uses or projects that will result in increased passenger traffic at OSIA or economic and workforce development opportunities in Seminole County. In furtherance of the Parties’ obligations under this Section, the following terms and conditions shall apply:

- (a) AUTHORITY may rely on the availability of the Incentive Funds as it negotiates with air carriers to bring new routes and service to OSIA.
- (b) Incentive Funds may be offered to new airlines to start service at OSIA. Incentive Funds may also be offered to airlines already operating at OSIA to add new routes to unserved major metropolitan and hub destinations, including but not limited to, Atlanta, Charlotte, New York City, Boston, Chicago, Washington D.C., Denver, and Los

Angeles. Incentive Funds may apply to domestic or international passenger service, as well as to new cargo service.

- (c) The specific use of Incentive Funds for new airline service will be catered to the specific airline's needs and may include minimum revenue guarantees; underwriting costs to provide overnight housing to crews; staffing costs for Customs and Border Patrol agents; subsidizing airport ground handling charges; or providing capital investments in airline equipment, office build-outs, or hangar construction.
- (d) In any negotiation for new airline service, when legally permissible and not inconsistent with applicable federal regulations, AUTHORITY will incentivize the new service through the use of AUTHORITY funds first. Incentive Funds will be available to augment, rather than replace, AUTHORITY-direct incentive options.
- (e) COUNTY's payment of Incentive Funds is contingent upon execution of a subsequent agreement ("Incentive Agreement") between COUNTY, AUTHORITY, and a third-party. The Incentive Agreement must describe in detail the proposed use of the Incentive Funds to the satisfaction of COUNTY. In addition, the Incentive Agreement must contain terms, which include, but not are not limited to, clear and detailed performance metrics, measurable benefits, AUTHORITY's duty to administer the Incentive Agreement with the third-party, reporting, monitoring, recapture of Incentive Funds, assignment, dispute resolution, equal opportunity employment, governing law, jurisdiction, venue, indemnification and sovereign immunity, insurance, public records, default, and termination.

#### **Section 4. Termination.**

(a) The COUNTY may terminate this Agreement for cause after giving thirty (30) days written notice to AUTHORITY.

(b) The COUNTY may terminate this Agreement for convenience upon six (6) months written notice to AUTHORITY when COUNTY determines, in COUNTY's sole discretion, that continuing the Agreement would not be in the best interest of the COUNTY.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written mutual termination. The mutual termination will state the effective date of the termination and the procedures, if any, for proper closeout of this Agreement.

**Section 5. Employee Status.** Persons employed by either Party in the performance of this Agreement are deemed not to be the employees or agents of any other Party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to any other Party's employees or agents either by operation of law or by any Party.

**Section 6. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when e-mailed, and one of the following: (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according with this "Notice" Section:

**For COUNTY:**

County Manager  
Seminole County  
1101 East First Street  
Sanford, Florida 32771

**For AUTHORITY:**

President/CEO  
Sanford Airport Authority  
1200 Red Cleveland Boulevard  
Sanford, Florida 32773

Either Party may change the address or person for receipt of notices by providing written notice to the other Party in accordance with this Section 6 (“Notice”).

**Section 7. Public Records Law.** AUTHORITY acknowledges its and COUNTY’s obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request, and that said statute controls over the terms of this Agreement. AUTHORITY will comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the retention of records created under this Agreement.

**Section 8. Binding Effect.** This Agreement is binding upon and inures to the benefit of the Parties, and their successors and permitted assigns.

**Section 9. Assignment.** This Agreement may not be assigned by a Party without the prior written approval of the other Party.

**Section 10. Conflict of Interest.**

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

(b) Each Party hereby certifies that no officer, agent, or employee of that Party has any material interest (as defined in § 112.312(15), Florida Statutes), as amended, as over 5% ownership either directly or indirectly, in the business of the other Party to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

#### **Section 11. Dispute Resolution.**

(a) In the event of a dispute related to this Agreement, the Parties shall informally meet to resolve such dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event an informal meeting does not resolve the dispute, either Party may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved dispute under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed in accordance with Section 13 (“Governing Law, Jurisdiction, Venue, Attorneys’ Fees and Costs”). The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

(c) Notwithstanding the preceding, court action may be commenced by a Party without first attempting to resolve the dispute informally or through mediation as provided above, if deemed appropriate by a Party to avoid the expiration of an applicable limitations period, seek an injunction to prevent imminent harm, or to preserve a superior position with respect to creditors.

**Section 12. Equal Opportunity Employment.** The Parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color,

religion, sex, age, disability, sexual orientation, gender identity or national origin. The Parties shall take steps to ensure that applicants for employment, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 13. Governing Law, Jurisdiction, Venue, Attorneys' Fees and Costs.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division. The Parties shall each bear their own costs, experts' fees, consultants' fees, attorneys' fees,  paralegals' fees and other fees at all administrative, pretrial, trial and appellate levels incurred in connection with this Agreement and any litigation or appeals arising either directly or indirectly from this Agreement.

**Section 14. Compliance with Laws and Regulations.** The Parties must abide by all statutes, codes, ordinances, rules, regulations, executive orders, and guidance pertaining to or regulating the provision of this Agreement.

**Section 15. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

**Section 16. Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement will not be affected, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

**Section 17. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 18. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

**Section 19. No Third-Party Beneficiaries.** This Agreement is entered into solely between the Parties and may be enforced only by the Parties. Nothing in this Agreement confers upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

**Section 20. Authority.** By signing below, the signatory acknowledges that they are officially authorized to sign this Agreement on behalf of their respective Party.

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

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement for the purposes stated herein.

**SANFORD AIRPORT AUTHORITY**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

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

*[Signatures and attestation continued on the following page.]*



**ATTEST**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

BP/  
11/26/24  
Doc ID: 4935-5588-0961

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

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

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

