



Interoffice Memorandum

November 14, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Roseann Harrington, Mayor's Chief of Staff

A handwritten signature in black ink, appearing to read "RHH".

SUBJECT: **November 29, 2022 – Consent Agenda Item**
Grant Agreement for FY 2023 between Orange County, Florida and the Orlando Economic Partnership, Inc.

Funding in the amount of \$756,403 was provided in the FY 2022-23 adopted budget for the Orlando Economic Partnership, Inc. (OEP). In order to expedite the disbursement of funds, it is required that the Board approve and execute the grant.

A Master Agreement sets forth the terms and conditions of the County's contribution to the OEP. The OEP's goals and plans are set forth in the strategic plan for "Business Plan and Budget FY 2022-23," which is incorporated into the Master Agreement as Exhibit "A."

A second agreement has been prepared with respect to the OEP's role in servicing the Orange County Industrial Development Authority.

ACTIONS REQUESTED: Approval and execution of 1) Agreement for Economic Development Services Orlando Economic Partnership, Inc. and Orange County Fiscal Year 2022-2023 and authorization to disburse \$756,403 as provided in the FY 2022-2023 adopted budget and 2) Orange County, Florida and Orlando Economic Partnership, Inc. Agreement related to an Industrial Development Authority Fiscal Year 2022-2023.

BCC Mtg. Date: November 29, 2022

**AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES
ORLANDO ECONOMIC PARTNERSHIP, INC.
AND
ORANGE COUNTY**

FISCAL YEAR 2022-2023

THIS AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES (the "Agreement") is entered into as of this 29th day of November, 2022 by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and the ORLANDO ECONOMIC PARTNERSHIP, INC., a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the "OEP."

RECITALS

WHEREAS, the County finds that providing information, data, marketing and advertising services by the OEP to promote the County as a location for business and economic development opportunities serves a valid public purpose under the laws of Florida; and

WHEREAS, the OEP performs such services in the course of its activities and operations, has established a record of reference information useful to its prospects, has hired a significant number of full time professional staff to accomplish its mission, and the County desires to contract with the OEP to perform such services for the benefit of the County; and

WHEREAS, the County finds that the OEP is performing services that enhance services rendered by the County, and the County further finds that the OEP is not the alter ego of the County, but the OEP is an independent contractor being paid for certain services to the County; and

WHEREAS, the OEP was created pursuant to those certain Articles of Incorporation dated October 7, 1977, and has been providing the services described generally to local governments in Central Florida for over 35 years; and

WHEREAS, the OEP's vision to champion a more prosperous and diverse economy and its mission to aggressively attract, retain and grow jobs for the Metropolitan Orlando region are in the best interest of the County.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Services to be Performed. The OEP shall provide the following services:

(a) Promote the County as a location for business operations, economic development, branching and employment through its local, national and international marketing campaigns and report monthly to the County's Department of Economic Development on activities specific to the County on this service.

(b) Serve as an information source and point of contact for realtors, developers, corporations, site-selection consultants, management consultants and other representatives interested in economic development. Coordinate this service with the County's Economic Development Department (or other County department or office as the County may designate from time to time).

(c) Provide the County with information regarding matters that could adversely impact the County's ability to attract or retain business on a timely basis.

(d) Maintain economic development data and serve as an information source for demographic, market and property data and provide it to interested parties and the County's Economic Development Department as requested.

(e) Promote the County to the motion picture and television industry as a location for production. In that capacity, and to the extent requested by a motion picture or television business, the OEP will coordinate permitting activity with the County staff so as to expedite the needs of producers and directors.

(f) Monitor and assist in the retention and expansion of local business and report monthly to the County's Economic Development Department on activities specific to the County on this service.

(g) Coordinate with County staff on an ongoing and regular basis, as well as with other businesses and trade groups, to achieve cooperation and communication on business and economic development matters.

(h) Provide monthly reports summarizing business recruitment activity.

(i) Manage the Regional Economic Developers ("RED") Team, which shall include at least one representative from the County, so long as the County is in compliance with this Agreement.

(j) Manage international economic development initiatives through an additional forty thousand dollars (\$40,000.00) to be paid pursuant to Section 4 herein ("International Development Funds"). International Development Funds are to be used for: staff travel expenses for international missions to potential sites for development of targeted businesses; planning logistics in support of the County's international travel related to sales missions; expenses related to meetings, conferences or marketing-related events held during the County's international missions, hosting international companies in the Metro Orlando region with potential for direct foreign investment. International Development Funds may be used for other initiatives only after prior written approval from the County.

(k) Provide complimentary admission to OEP events within the region for up to ten designated persons selected by the County, including but not limited to, the mayor, county commissioners, the county administrator/manager, deputy county administrator/manager, and two economic development staff representatives. OEP events include, but are not limited to, Synapse and the annual Barbeque on the Boulevard networking event.

2. Business Plan and Budget (the “Business Plan”). The OEP shall adopt a Business Plan setting forth, among other things, the OEP’s vision, mission, mandates for action, and goals and objectives, all of which serve as performance targets and benchmarks for the services performed under this Agreement. The 2022-23 Business Plan is attached to and incorporated into this Agreement as Exhibit “A.” The OEP shall use commercially reasonable and best efforts to achieve the goals, plans and objectives set forth in the Business Plan. The OEP may modify or adjust the performance targets, benchmarks, and metrics set forth in the Business Plan with the prior, written consent of the Orange County Economic Development Administrator.

The County and the OEP support and accept the performance metrics in the 2022-2023 Business Plan. The OEP Board will conduct an evaluation of performance quarterly and report said results to the County, including impacts and benefits to the County. The County will provide input into the establishment of the OEP’s performance metrics via the Regional Economic Developers (RED) Team and through the OEP Board approval process.

The OEP will inform the County’s RED Team Representative in the event performance targets or benchmarks set forth in the Business Plan are not met. The OEP and the County’s RED Team Representative will review the relevant factors and circumstances related to the performance targets and benchmarks not being met and discuss the proper approach to be taken to ensure performance targets and benchmarks are met in the future. Thereafter, the OEP will make revisions to its Business Plan, as it deems appropriate.

The OEP’s failure to meet a performance target or benchmark, or any item specified in the Business Plan, shall not, by itself, constitute an event of default unless the OEP fails to notify the County’s RED Team Representative and fails to cooperate in developing appropriate revisions to its Business Plan.

3. Staff, Facilities and Equipment. The OEP shall notify the County if sufficient staff, facilities or equipment necessary to deliver the agreed upon services cannot be maintained, at which time this Agreement may be modified or terminated by the parties. The determination of whether services have not been adequately provided shall be made upon majority vote of the County’s governing board after notice to the OEP and an opportunity to be heard.

4. Payments. So long as the OEP is in compliance with all material terms of this Agreement, the County shall pay to the OEP a sum of Seven Hundred Sixteen Thousand Four Hundred Three and No/100 Dollars (\$716,403.00) during the County’s 2022-2023 fiscal year, beginning October 1, 2022. Payments will be payable by the County to the OEP in four equal quarterly installments in the amount of One Hundred Seventy Nine Thousand One Hundred and 75/100 Dollars (\$179,100.75). The County will make the first quarterly payment within fifteen

(15) business days of the execution of this Agreement and receipt of the OEP's invoice by the County. The County shall make subsequent payments on a quarterly basis within fifteen (15) business days following the receipt of the OEP's quarterly invoice, and said quarterly invoices shall be submitted contemporaneously with or subsequent to the submission of quarterly activity reports as described in Subsection 12b. of this Agreement. The County shall also pay to the Partnership an additional sum of Forty Thousand and No/100 Dollars (\$40,000) upon execution of the Agreement and receipt of the Partnership's invoice in support of the Partnership's International Economic Development efforts described in Section 1j. herein. At OEP's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant OEP up to six (6) additional months to expend the funds. Any such request shall be submitted in writing to the Office of Economic Development. The Economic Development Administrator shall issue a written decision in response to such request within 10 County business days

The OEP is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Agreement which may be deemed disbursed in error or for failure to follow applicable contractual requirements.

5. OEP as the Regional Economic Development Organization. The County agrees to recognize the OEP as its officially designated regional economic development organization for regional marketing, business attraction and client handling. The County further agrees to notify Enterprise Florida, Inc. ("EFI") that the OEP is its official regional economic development organization for receipt and coordination of EFI generated business and industry attraction leads and follow-up activities.

6. County Responsibilities. The County agrees as follows:

(a) To employ and designate an economic development officer to act as a primary liaison to the OEP and to serve as a representative on the RED Team.

(b) To advance economic development projects within the county in conjunction with the OEP.

(c) To support the OEP's efforts to add value to the County by providing copies of county approved economic development strategies and plans as an input to the OEP's annual planning process.

(d) To participate in the OEP and RED team planning process to help ensure that the OEP's regional economic development plan incorporates the County's priorities.

(e) To respond to leads or prospects referred by the OEP in a professional and timely manner and in the format required by the OEP and approved RED Team.

(f) To work with the OEP to improve the County's competitiveness and market readiness to support growth and expansion.

7. **Annual Audit.** The OEP shall obtain an annual audit by an independent accounting firm and provide a copy to the County each year.

8. **Anti-lobbying Clause.**

(a) County funds shall not be used to lobby or influence the decisions of the County or the governing body or any other local-government entity in the State of Florida.

(b) The OEP shall not lobby the state legislature or attempt to influence legislative decision-making inconsistent with the legislative priorities adopted by the County without the County's prior written consent.

9. **Term of Agreement; Renewal.** The term of this Agreement shall be for a one-year term beginning on October 1, 2022 and ending on September 30, 2023. On the renewal date of the Agreement, the County and the OEP agree to review and either renew or decline the Agreement within 60 days of fiscal year-end September 30. If the Agreement is not signed within the 60 day period, then services from the OEP will be suspended until both parties reach an Agreement.

10. **Termination.** Either party may terminate this Agreement thirty (30) days after receipt by the other party of the first party's notice of intent to terminate. In the event of termination, the County shall pay for services rendered by the OEP through the date of termination. If payments are made to the OEP before services are rendered, the OEP shall refund to the County all excess money paid for services which would have been rendered after the date of termination.

11. **Notice.** Any notices required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

OEP: President and Chief Executive Officer
Orlando Economic Partnership
301 E. Pine Street, Suite 900
Orlando, FL 32801

COUNTY: Orange County Board of County Commissioners
Attn: Orange County Mayor Jerry L. Demings
201 S. Rosalind Avenue, 5th Floor
Orlando, FL 32801

12. **Records and Reporting.** The OEP shall keep orderly and complete records of its accounts and operations. The OEP shall maintain a system of internal controls adequate to safeguard and ensure proper use of governmental and other funds that it may receive. The County Comptroller (or designee) shall have the right to audit these records from time to time for compliance by the OEP with the terms, conditions, obligations, and requirements of this Agreement. The Comptroller (or designee) shall have full access to all records, documents, and

information, whether on paper or electronic media, of the OEP necessary to perform this review except for those records which are held by the OEP and are deemed confidential and exempt from Section 119.07, Florida Statutes, and Section 24(a), Article I of the State Constitution in accordance with Section 288.075, Florida Statutes. The OEP shall maintain and keep available all such non-confidential and non-exempt records necessary for audit for five years subsequent to the Agreement.

(a) The OEP is an independent contractor not acting as the alter ego of the County, nor is it authorized to commit the County or its funds to any agreement. The OEP is being paid for certain services rendered as set forth herein. While a member of the County's governing body may serve on the OEP's governing board, the County and the OEP are two separate and autonomous entities.

(b) The OEP shall maintain all program records related to the services provided under this Agreement and submit to the County: (a) periodic reports (at least monthly) regarding the activities of the OEP pursuant to this Agreement, and (b) quarterly program reports which outline the progress of the OEP towards the goals and targets described in the OEP's Business Plan and this Agreement.

(c) Within fifteen (15) business days of the close of each quarter, the OEP will provide to the County a report of the significant activities and accomplishments of the OEP. Specific reference will be made to the OEP's activities and accomplishments within the County. Progress will be measured against the published goals, plans, and initiatives of the OEP as stated in its Business Plan. These reports shall be accompanied by "Assessing the Degree of OEP Involvement" forms (attached hereto as Exhibit "C") for projects resulting in new job growth and capital investment in the County.

(d) In compliance with the Florida Statutes, the OEP will submit an annual report to the County detailing how the funds were spent and the results of the OEP's efforts. This report is required by the Office of Economic & Demographic Research (EDR) and is due January 15th of each year. Once the OEP has submitted the report to the County, the County is required to submit the report to EDR and post a copy of said report on the County's public website.

(e) If, when, and to the extent during its activities under this Agreement the OEP acts on behalf of the County, the OEP will be a "contractor" for purposes of Section 119.0701, Florida Statutes. At such times the OEP shall comply with public records laws and specifically shall:

(i) Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the County in order to perform the services identified herein.

(ii) Provide the public with access to those public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining the public records and transfer, at no cost, to the County all the public records in possession of the OEP upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

If the OEP fails during such times to comply with a public records request, the County shall enforce this section in accordance with this Agreement.

13. Indemnity and Insurance.

(a) To the fullest extent permitted by law, the OEP will defend, indemnify and hold harmless the County from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

(b) The OEP shall maintain commercial general liability coverage for all operations including but not limited to Contractual, Products and Completed Operations, Advertising and Personal Injury. The limits shall not be less than \$1,000,000 per occurrence. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. The County shall be specifically included as an additional insured on the OEP's general liability policy.

INSURANCE:

(a) **General.** The OEP shall, at its own cost, procure insurance required under this Section.

(i) The OEP shall furnish the County with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer, evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The County, its officials, officers and employees shall be named additional insureds under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that the County shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to the County.

Until such time as the insurance is no longer required to be maintained by the OEP, the OEP shall provide the County with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate has been provided.

(ii) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the Insurance requirements of this Agreement. **The Certificate shall have this Agreement title clearly marked on its face.**

(iii) In addition to providing the Certificate of Insurance, on a current ACORD Form, upon request as required by the County, the OEP shall, within thirty (30) days after receipt of the request provide the County with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(iv) Neither approval by the County, nor failure to disapprove the insurance furnished by the OEP, shall relieve the OEP of its full responsibility for performance of any obligation including the OEP's indemnification of the County under this Agreement.

(b) **Insurance Company Requirements.** Insurance companies providing the insurance under this Agreement must meet the following requirements:

(i) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove the same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(ii) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(iii) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, the OEP shall, as soon as it has knowledge of any such circumstance, immediately notify the County and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the OEP has replaced the unacceptable insurer with an insurer acceptable to the County, the OEP shall be deemed to be in default of this Agreement.

(c) **Specifications.** Without limiting any of the other obligations or liability of the OEP, the OEP shall, at its sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by the OEP and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by the OEP to maintain insurance coverage within the stated period and in compliance with insurance requirements of the County shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by the County. The amounts and types of insurance shall conform to the following minimum requirements:

(i) Workers' Compensation/Employer's Liability.

(A) The OEP's insurance shall cover the OEP for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. The OEP will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the OEP and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(ii) Commercial General Liability.

(A) The OEP's insurance shall cover the OEP for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of

Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the OEP (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00 Injury Limit
Each Occurrence Limit	\$1,000,000.00

(iii) Professional Liability Insurance. The OEP shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(iv) Business Auto Policy.

(A) The OEP's insurance shall cover the OEP for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by the OEP (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the OEP shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the OEP shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage Liability Combined	

(d) Coverage. The insurance provided by the OEP pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the County or the County's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of the OEP.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) **Obligations.** Compliance with the foregoing insurance requirements shall not relieve the OEP, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

14. Miscellaneous Provisions.

(a) **Nondiscrimination.** The OEP shall not discriminate in the performance of this Agreement in regard to race, color, creed, sex, age, religion, ancestry, national origin, handicap or marital status.

(b) **Assignment.** The services to be rendered by the OEP are personal in nature. The OEP shall not assign any rights or duties under this Agreement to any other party without prior written permission of the County.

(c) **Indemnity.** To the fullest extent permitted by law, the OEP will indemnify and hold harmless the County from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

(d) Other Conditions.

(i) Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations make changes in this Agreement necessary.

(ii) This Agreement contains all the terms and conditions agreed upon by the parties. All previous agreements and understandings between the parties are superseded hereby.

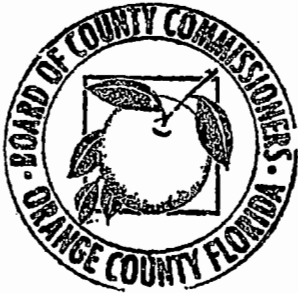
(iii) The OEP shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state and local laws and shall comply with all fire, health and other applicable regulatory codes.

(iv) The OEP agrees to comply with all reasonable rules and guidelines prescribed by the County for recipients of funds which are applicable to independent contractors doing business with the County.

(v) The OEP agrees not to cause or create a conflict of interest or any other violation of Chapter 112, Florida Statutes, relating to ethics in government.

(vi) In performing services under this Agreement, the County grants the OEP permission to use County logos, the County name, and other County identifiers to promote and/or recognize the County, with the stipulation that the County may at any time require the OEP to obtain written permission from the County for such uses.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings,
Orange County Mayor

Date: November 29, 2022

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Naelia Puez*
for Deputy Clerk

Date: November 29, 2022

ORLANDO ECONOMIC PARTNERSHIP, INC.

By: [Signature]
Crystal Sircy, COO & Senior Vice President,
Economic Development

Date: 17 Nov 2022

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me the 17th day of November, 2022, by Crystal Sircy, Executive Vice President of the Orlando Economic Partnership, Inc. He/She is personally known to me or has produced _____ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of November, 2022.

Notary Public
[Signature]
Signature

SCOTT P. FAGAN
(Print Name)
My Commission Expires: 1-31-2025
Commission No.: HH 087303

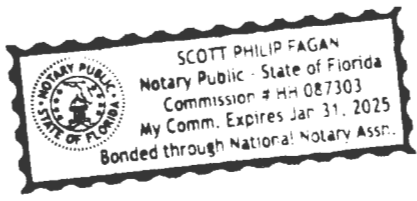


Exhibit “A”

Business Plan and Budget FY 2022-23

**Orlando Economic Partnership
Proposed Budget - FY 2022-2023**

	FY 2021 -2022 Approved Budget and projected Actual		FY 2022 - 2023 Early Initial Projection			FY 2022 - 2023 Proposed Budget		
	Approved Budget	Projected Actual	Orlando Economic Partnership	Foundation for Orlando's Future	TOTAL	Orlando Economic Partnership	Foundation for Orlando's Future	TOTAL
REVENUE								
Private Funding								
Private Funding - Partnership Investors	\$5,200,000	\$5,400,000	\$5,400,000	\$0	\$5,400,000	\$ 5,850,000	\$0	\$5,850,000
Marketing Partnerships	\$250,000	\$0	\$350,000	\$0	\$350,000	\$ 150,000	\$0	\$150,000
Regional Leadership Programs	\$525,000	\$536,000	\$0	\$550,000	\$550,000	\$0	\$ 650,000	\$650,000
Foundation Grants	\$500,000	\$540,000	\$0	\$600,000	\$600,000	\$0	\$ 600,000	\$600,000
Event Registrations & Sponsorships	\$500,000	\$686,000	\$600,000	\$0	\$600,000	\$ 800,000	\$0	\$800,000
Other / Miscellaneous	\$50,000	\$42,400	\$50,000	\$0	\$50,000	\$ 75,000	\$0	\$75,000
Public Funding								
Local Government Funding	\$2,500,000	\$2,570,000	\$2,800,000	\$0	\$2,800,000	\$ 2,700,000	\$0	\$2,700,000
TOTAL REVENUE	\$9,525,000	\$9,774,400	\$9,200,000	\$1,150,000	\$10,350,000	\$9,575,000	\$1,250,000	\$10,825,000
EXPENSES								
Economic Development	\$3,500,000	\$3,125,000	\$3,610,000	\$0	\$3,610,000	\$ 3,933,200	\$0	\$3,933,200
Branding Campaign	\$1,950,000	\$1,790,000	\$2,090,000	\$0	\$2,090,000	\$ 1,847,500	\$0	\$1,847,500
Regional Leadership & Advocacy Programs	\$1,120,000	\$1,368,000	\$920,000	\$250,000	\$1,170,000	\$ 1,320,000	\$0	\$1,320,000
Corporate Engagement / Partnership Programs & Events	\$1,950,000	\$2,028,000	\$2,010,000	\$0	\$2,010,000	\$ 2,269,300	\$0	\$2,269,300
Foundation Programs	\$850,000	\$1,052,000	\$0	\$900,000	\$900,000	\$0	\$ 755,000	\$755,000
G&A	\$635,000	\$693,900	\$650,000	\$0	\$650,000	\$ 700,000	\$0	\$700,000
TOTAL	\$10,005,000	\$10,056,900	\$9,280,000	\$1,150,000	\$10,430,000	\$10,070,000	\$755,000	\$10,825,000
NET INCOME / (LOSS)	(\$480,000)	(\$282,500)	(\$80,000)	\$0	(\$80,000)	(\$495,000)	\$495,000	\$0

**ORLANDO
ECONOMIC
PARTNERSHIP**

Broad-based Prosperity™

SEIZE 
THE MOMENT
Three-Year Strategic Plan
2021 - 2024

SEIZE THE MOMENT

Why?

RECENT WINS



**Population growth &
Business migration**



**Investment opportunities
in transportation**



**Investment pouring into
semiconductor industry**



**Orlando technology scene is
growing**



FUTURE HEADLINES

REGIONAL EFFORT LEADS TO CREATION OF 4,500 JOBS

The Orlando Economic Partnership

ORLANDO: AMERICA'S FASTEST GROWING TECH HUB

The Orlando Economic Partnership

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BUSINESS MIGRATION TO CENTRAL FLORIDA REACHES ALL-TIME HIGH

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ORLANDO APPROVES \$12B TRANSIT SYSTEM

The Orlando Economic Partnership

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BRIGHTLINE CONNECTS ORLANDO TO MIAMI AND NOW TAMPA

The Orlando Economic Partnership

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INVESTMENT IN TECH START-UPS ON THE RISE

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FLORIDA RANKS #3 IN IPO ACTIVITY, LED BY ORLANDO

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Post-Pandemic Strategic Plan 2021-24

SEIZE THE MOMENT



ORLANDO
ECONOMIC
PARTNERSHIP

Advancing Broad-Based Prosperity™



“Grow”

ECONOMIC DEVELOPMENT

- ✓ Business Recruitment
- ✓ Scaling & Expansion
- ✓ Branding
- ✓ Catalyst Projects



“Invest”

REGIONAL LEADERSHIP

- ✓ Advocacy
- ✓ Education
- ✓ Partnerships
- ✓ Talent Development

Tech-Forward | Inclusive Growth | Results Oriented





ECONOMIC DEVELOPMENT



GOALS

Achieve and demonstrate impact on The Prosperity Scorecard:



Announce **average of 4,200 new jobs per year**



Announce **5 high-impact economic development projects per year**



Advance growth of **10 scaling and/or minority-owned companies**



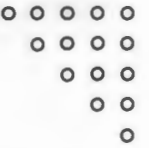
Raise Orlando's profile with a **minimum of 15 positive national articles**



Deliver at least **one catalyst project per year** for advancement of Orlando Tech



ECONOMIC DEVELOPMENT



RETURN ON INVESTMENT

**Building on Five Years
of Impact** (FY 2015/16 – 2019/20)

BY THE NUMBERS

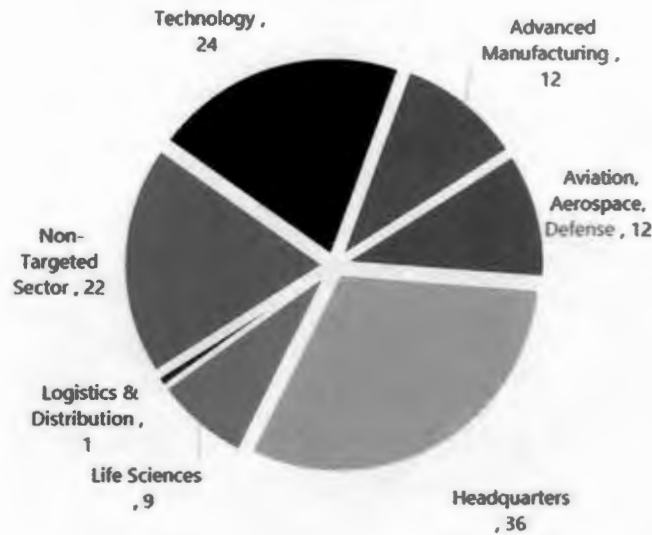
116
Projects

18,540
New Jobs

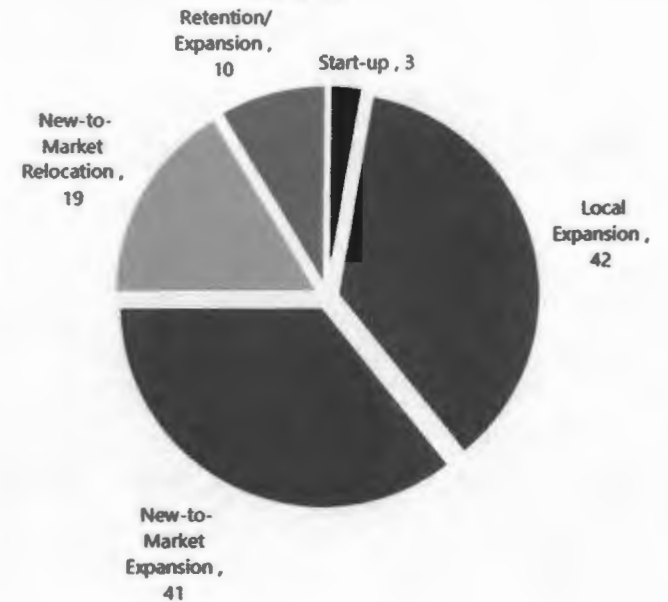
11,648
Retained Jobs

\$1.8 Billion
in Capital Investment

PROJECTS BY
SECTOR



PROJECTS BY
TYPE



ECONOMIC DEVELOPMENT



RETURN ON INVESTMENT

**Building on Five Years
of Impact** (FY 2015/16 – 2019/20)

RESULTS

67,419

Total Employment

\$3.5 Billion

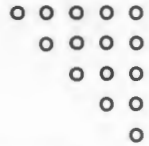
Total Worker
Earnings

Property Tax Revenues Over the Next 10 Years for Local Taxing Districts

	Sales Tax Revenues	Property Tax Revenues	Total Tax Revenues	Present Value of Revenues*
Counties	\$7,901,69	\$62,492,707	\$70,394,176	\$50,979,448
Municipalities	\$0	\$87,864,488	\$87,864,488	\$63,933,586
School Districts	\$23,177,642	\$92,322,955	\$115,500,597	\$83,322,622
Other Local Districts	\$0	\$8,249,400	\$8,249,400	\$6,002,581
Total	\$31,079,111	\$250,929,550	\$282,008,661	\$207,248,237

* The Present Value of Net Benefits express the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

ECONOMIC DEVELOPMENT



RETURN ON INVESTMENT

**Building on Five Years
of Impact** (FY 2015/16 – 2019/20)

For every \$1 of investment,
the Partnership generates:

\$3,796

in economic Development

\$785

in additional worker earnings

\$1.49

in additional tax revenue for the counties

\$5.99

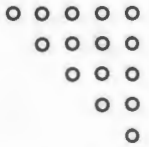
in tax revenue for all local taxing districts

Summary of Return on Investment in Economic Development 2015-2019

Investment in Economic Development	\$47,112,230
Total permanent jobs created	67,419.3
Total economic output generated	\$179,000,000,000
Total workers' earnings	\$37,000,000,000
Total additional tax revenues for counties	\$70,394,176
Total additional tax revenues for all local districts	\$282,008,661



ECONOMIC DEVELOPMENT



INVESTMENT NEEDS

With additional funding, how could we expand our impact:

1. Dedicated staff for **projects in disadvantaged neighborhoods and downtown Orlando**

2. Dedicated staff for **international opportunities**

3. Representatives on **contract in target markets like New York and California**

BIG IDEA

To take advantage of business migration, raise capital to double our annual marketing budget (\$1.5mil -> \$3mil) to penetrate target markets and showcase our region and major employers.

Post-Pandemic Strategic Plan 2021-24

SEIZE THE MOMENT



ORLANDO
ECONOMIC
PARTNERSHIP

Advancing Broad-Based Prosperity™



“Grow”

ECONOMIC DEVELOPMENT

- ✓ Business Recruitment
- ✓ Scaling & Expansion
- ✓ Branding
- ✓ Catalyst Projects



“Invest”

REGIONAL LEADERSHIP

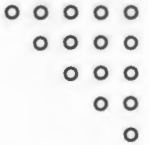
- ✓ Advocacy
- ✓ Education
- ✓ Partnerships
- ✓ Talent Development

Tech-Forward | Inclusive Growth | Results Oriented





REGIONAL LEADERSHIP



GOALS

Investment into region in the areas of transportation, technology, housing that specifically address a broad-based increase in opportunities, capabilities and access. Demonstrate how the investments move the needle on The Prosperity Scorecard.



Transportation

Support passage of Orange County sales tax referendum

Advocacy in D.C. for funding



Technology

Secure CHIPS funding to advance semiconductor investment

Pursue federal "Build Back Better" grant to address talent needs

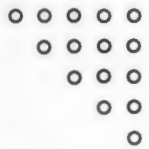


Housing

Convene and advocate for affordable housing investments

Note: Use 2018-2020 as a baseline and demonstrate investments above the baseline on annual basis.





REGIONAL LEADERSHIP: Transportation

Benefits & Impact

- Revitalization of neighborhoods.
- Congestion relief.
- Reduced environmental impact.
- Pedestrian safety.
- Economic growth and returns.
- Improved individual access to...
 - Opportunity (jobs)
 - Capability-building supports: Education/training, affordable housing, and health care.

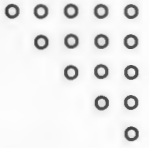
Case Study:

San Diego Metropolitan Transit System (MTS)—2018

- MTS-related activities generated an estimated \$1.0 billion of gross regional product (GRP).
- Directly or indirectly responsible for approximately \$625 million in total personal income.
- Every dollar of direct MTS spending yielded a total of about \$2.82 in GRP.
- MTS reduced the region's carbon dioxide (CO2) emissions by 97,000 metric tons. Environmental savings amounted to \$13.6 million.
- Total savings accruing to MTS users: \$861 million realized primarily by lower-income households.



REGIONAL LEADERSHIP: Technology



Benefits & Impact

- Economic growth.
- Job creation.
- Cluster formation/expansion.
- Industry diversification.
- Tax revenues.
- Virtuous cycle
 - Research
 - Commercialization
 - Entrepreneurship
 - Reinvestment

RESEARCH TRIANGLE PARK:

More than 39,000 full time high-tech workers and up to 10,000 contracted workers.

Total payroll of \$2.7 billion

Average salaries for life sciences workers were \$63,042 (\$24,000 higher than average national private-sector wage)

Capital investment of \$2.8 billion

About \$2 billion in grants awarded annually for R&D.

AUSTIN:

Unemployment rates have consistently remained lower than both state and national average.

Historically higher employment participation rates

Average household income has ranked consistently higher than state and national average.

Demonstrated anchor-tenant cluster approach: Tracor, Inc. was the first Fortune 500 locally grown company. More than 25 companies have spun off Tracor's R & D (1955 – 1985) and remaining in Austin, leading to a total of 5,467 jobs.

GREENVILLE:

Clemson University Int'l Center for Automotive Research (CU-ICAR)

Total Investment: \$250 million

Total research awards received for faculty \$4 billion.

Of 24 total R&D projects, 46% of those projects are sponsored by the private sector.

\$26.4 million Clemson University and the CU Real Estate Foundation

\$95.5 million State & local gov't

\$55.8 million Private industry

\$36.0 million public-private partnerships

\$19.7 million Private industry equipment

Surrounding Projects:

Verdae Development = 1,100 acre mixed-use

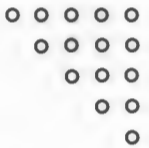
Hubbell Lighting Corporate Headquarters
\$36M investment; 350 new jobs

St. Francis Health System = 50 acres medical buildings; 500 new jobs





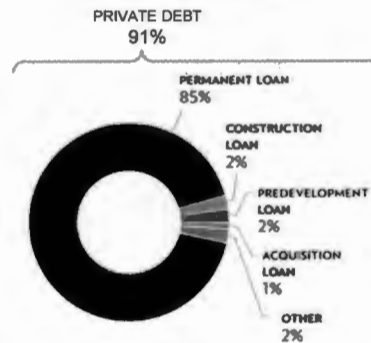
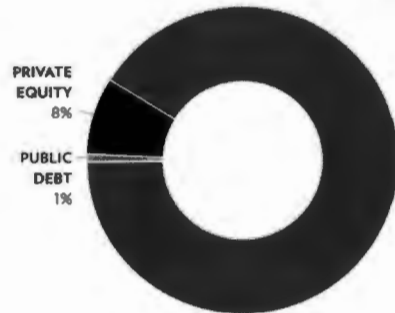
REGIONAL LEADERSHIP: Housing



Benefits & Impact

- Anchors household economic security & resiliency.
- Breaks cycle of generational poverty.
- Improves neighborhood stability.
- Improves mental & physical health.
- Improves childhood development.
- Strengthens civic engagement.

GIIN CASE STUDY: Global Impact Investing Network: Housing Impact (2005 – 2018)



10
INVESTOR ORGANIZATIONS
That manage ...

10
INVESTMENT FUNDS / VEHICLES
... which have collectively made ...

114
UNIQUE INVESTMENTS
... and reported performance by the same investments across multiple years, resulting in ...

117
ANNUALIZED INVESTMENTS / OBSERVATIONS

OVER A ONE-YEAR PERIOD

11,057
NUMBER OF HOUSING UNITS FINANCED

144 studios
2,424 one-bedrooms
5,765 two-bedrooms
1,170 three-bedrooms
67 four-bedrooms
2 five-bedrooms

Collectively, Investors Resourced:

37,273
NUMBER OF INDIVIDUALS HOUSED



REGIONAL LEADERSHIP

SUPPORTING STRATEGIES

Leadership and Talent Development Programs

Leadership development programs to cultivate a diverse network of current and emerging leaders.

Advance talent development as a strategy to advance Broad-based Prosperity™, support the growth of local companies and create new partnerships that develop a stronger talent pool.

Research

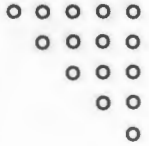
Research and analysis to inform decision makers, create the case for ROI and advance understanding of what moves the needle on The Prosperity Scorecard from corporate, community and policy perspectives.

Advocacy

Pursue investments from local, state and national sources in a regionally coordinated manner, utilizing task forces, the Orlando Tech Council, partnerships and ad-hoc groups.



REGIONAL LEADERSHIP



INVESTMENT NEEDS

With additional funding, how could we expand our impact:

1. Campaign support for transportation sales tax initiatives

2. To address talent gaps of key tech areas (i.e. cybersecurity), establish a regional collaborative to drive training investment and recruitment efforts

3. Diverse leadership programs to engage more leaders

BIG IDEA

Offer “Community Impact Assessment” research offering to calculate a company's investment, return and strategies that could better move the needle. An advanced version of economic impact analysis.

Invest in technology to capitalize on these opportunities



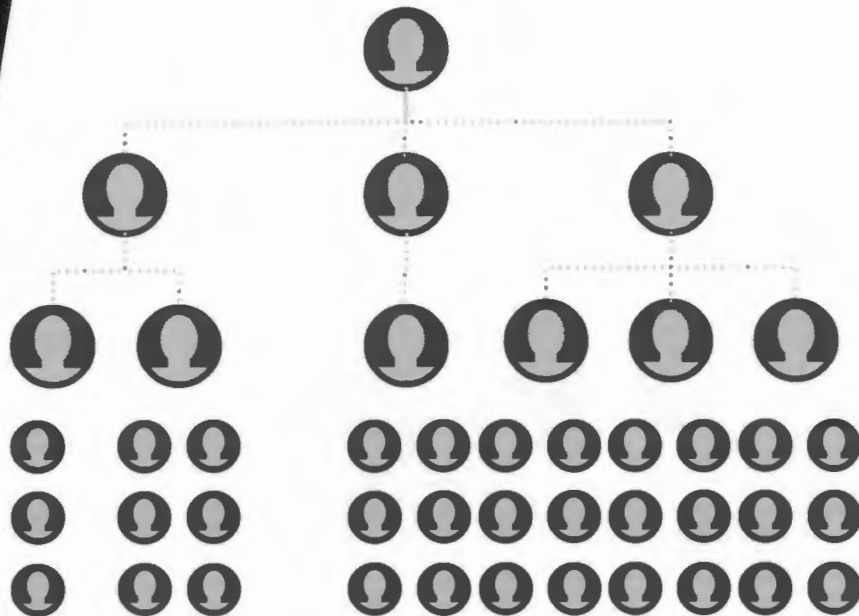
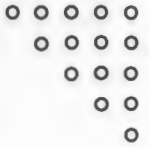
“Digital Orlando” Create a digital twin of the region to showcase our value proposition to prospects and inform community development initiatives

Invest in a game-engine technology platform to support:

- Support Jobs Goal: Showcasing our region to economic development prospects through a physical marketing center(s), online portal and VR technology.
- Support Investment Goal: Utilize digital twin computing power to demonstrate ROI of investments in region.
- Support Partnership Growth Goal: Implement business strategy to grow revenue through investor and partner investment in “Digital Orlando” for their inclusion and use of the platform.



Refocus Staff to Exclusively Support the Two Priorities



- Align org chart to support the three goals
- Re-align chamber staff to support these goals and streamline remaining chamber programs to support the goals, as well
- Re-position our research effort to support the jobs and capital investment goals. Specific attention on how to move the needles on The Prosperity Scorecard
- Remove department approach and implement teams aligned to goals



Secure support to fully realize our opportunities



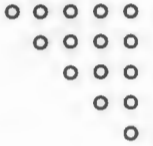
- Have a dedicated business recruitment team in addition to a team responsible for in-bound leads and in-market expansions. We need to pro-actively capture new opportunities
- Add federal lobbyists for investment opportunities in the region and align programs behind this effort. This requires streamlining events, people and committees that have been focused on a broad policy agenda largely at the state level
- Refocus staff on investor relations and partnerships as a strategy for Partnership growth and engagement

Involve investors in the work instead of standing committees



- Streamline investors all behind the Partnership brand and eliminate the brands of the Foundation, Chamber and Alliance for Regional Transportation
- To begin, create the following task forces:
 - Transportation Investment
 - Marketing Campaign Stakeholders
 - Business Recruitment
- Eliminate the large committees that supported the last three-year plan:
 - Business Development Strategy Council
 - Alliance for Regional Transportation Executive Committee
 - Chamber Advisory Board
 - Foundation Board and Advisory Board
 - Investor Relations Committee
 - Branding Council

Elevate the importance of DEI and tech industry support strategies into each of two priorities



- Over the course of the past three years, DEI and support of tech growth has become an important part of our work together. To continue that focus, we've incorporated these strategies into the two priorities.
- Each of the goals include specific ways to measure impact in tech growth and the impact of concerted focus on diversity, equity and inclusion. These concepts would be just relegated to a specific person or small team, they will become goals for the full organization, driving specific performance of every member of the team.

ORANGE COUNTY, FLORIDA
and
ORLANDO ECONOMIC PARTNERSHIP, INC.
AGREEMENT RELATED TO AN
INDUSTRIAL DEVELOPMENT AUTHORITY
FISCAL YEAR 2022-2023

THIS AGREEMENT, entered into as of the date of execution by both parties, by and between Orange County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “Agency,” and the Orlando Economic Partnership, Inc., a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as “OEP.”

RECITALS

The Agency and OEP wish to document the terms and conditions of an agreement regarding the rights and obligations between OEP and the Agency with respect to OEP’s role as Secretary to the Orange County Industrial Development Authority (“IDA”).

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

ARTICLE I

SERVICES TO BE PERFORMED

OEP shall act in the capacity of Secretary to, and administer the affairs of, the Orange County Industrial Development Authority in matters pertaining to the issuance of Industrial Revenue Bonds. The specific duties of OEP shall include, but not be limited to, the following: keeping minutes of meetings, providing updated membership lists, providing notification of meetings, keeping appropriate records, and maintaining sufficient staff and equipment to conduct such

activities.

ARTICLE II

RECORDS

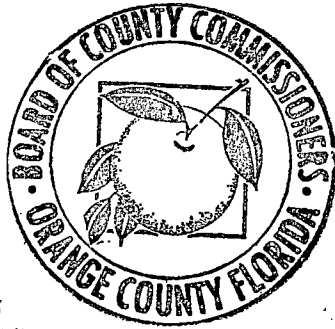
In its capacity as the secretary for the Orange County Industrial Development Authority, OEP will maintain financial records, in concert with the IDA's counsel, sufficient to satisfy state audit requirements imposed by federal, state or local law. The financial records and other documentation directly relating to these services shall be available for inspection by the public consistent with the requirements of the Florida Public Records Act and other applicable law.

ARTICLE III

INDEMNITY

To the fullest extent permitted by law, OEP will defend, indemnify and hold harmless the Agency from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: 29 Nov 22

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Neelva Pef*
for Deputy Clerk

ORLANDO ECONOMIC PARTNERSHIP, INC.

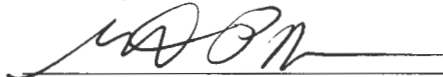
BY: *Crystal Sircy*
Crystal Sircy, COO & Senior Vice President,
Economic Development

DATE: 17 Nov 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of November, 2022, by Crystal Sircy, COO & Senior Vice President, Economic Development of the Orlando Economic Partnership, Inc. She is personally known to me or has produced _____ as identification and who did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of November, 2022.



Notary Public, State of Florida

Printed Name: SCOTT P. FABAN

Commission No.: HH 087303

My Commission Expires: 1-31-2025

(NOTARY SEAL)

