




Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** February 2, 2018

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**FROM:** Paul Sladek, Manager   
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF SECOND AMENDMENT TO  
COSPONSORSHIP AGREEMENT FOR THE DISNEY  
ENTREPRENEUR CENTER

**PROJECT:** NEC Fashion Square Mall  
3201 East Colonial Drive, Orlando, Florida, 32803  
Lease File #2062  
  
District 5

**PURPOSE:** To increase Orange County's annual contribution to the National  
Entrepreneur Center.

**ITEM:** Second Amendment to Cosponsorship Agreement for the Disney  
Entrepreneur Center  
Cost: \$300,000.00 per year (in addition to in-kind contributions and  
services)  
Term: Until June 30, 2021

**BUDGET:** Account No.: 0001-043-0201-8610

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Office of Economic, Trade and Tourism Development  
Risk Management Division

**REMARKS:** The National Entrepreneur Center ("NEC") is a public-private partnership between Orange County (the "County"), Disney Worldwide Services, Inc. ("Disney"), and the University of Central Florida ("UCF") designed to provide educational training services to small business owners in the Central Florida area. The NEC is located at Fashion Square Mall.

This "Second Amendment to Cosponsorship Agreement for the Disney Entrepreneur Center" (this "Second Amendment") amends the existing "Cosponsorship Agreement for the Disney Entrepreneur Center" between the County, Disney, and UCF dated March 29, 2011, as previously amended by a "First Amendment to Cosponsorship Agreement for the Disney Entrepreneur Center" dated December 15, 2015, to increase the County's annual cash contribution to the NEC from \$220,000 to \$300,000.

This Second Amendment also includes a few clarifications of existing provisions related resident and affiliate Service Providers and their Service Provider Agreements.

**SECOND AMENDMENT TO COSPONSORSHIP AGREEMENT**  
**for the**  
**DISNEY ENTREPRENEUR CENTER**

This SECOND AMENDMENT TO COSPONSORSHIP AGREEMENT FOR THE DISNEY ENTREPRENEUR CENTER (this “**Second Amendment**”) is dated effective as of the Second Amendment Effective Date (hereinafter defined) by and among ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the “**County**”) DISNEY WORLDWIDE SERVICES, INC., a Florida corporation, (“**DWS**”) and the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, *as amended pursuant to Section 3 herein*, (“**UCF**”).

RECITALS

**WHEREAS**, the County, DWS, and UCF (the “**Parties**”) entered into that certain “Cosponsorship Agreement for the Disney Entrepreneur Center” (the “**Original Agreement**”) approved by the Board of County Commissioners of County on March 29, 2011, providing the terms and conditions upon which the Parties agreed to continue the operations of the National Entrepreneur Center, *as amended in accordance with the First Amendment as described below*, in order to provide educational training services to small business owners in Central Florida and beyond; and

**WHEREAS**, the Parties thereafter entered into that certain “Amendment to Cosponsorship Agreement for the Disney Entrepreneur Center” (the “**First Amendment**”) approved by the Board of County Commissioners of County on December 15, 2015, pursuant to which the Parties made certain modifications to the Original Agreement, as more particularly set forth in the First Amendment; and

**WHEREAS**, the Parties have agreed to certain additional modifications of the Original Agreement, as amended by the First Amendment (collectively, the “**Amended Agreement**”), and desire to enter into this Second Amendment for the purpose of setting forth the terms and conditions of such additional modifications.

**NOW, THEREFORE**, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and are incorporated herein by this reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Amended Agreement.
2. Second Amendment Effective Date. The effective date of this Second Amendment (the “**Second Amendment Effective Date**”) shall be latest of: (i) the date this Second Amendment is executed by County; (ii) the date this Second Amendment is executed by DWS; (iii) the date this Second Amendment is executed by UCF; and (iv) the date this Second Amendment is approved by the Orange County Board of County Commissioners.

3. Party Name Correction. The contracting name of UCF is hereby corrected to read the “University of Central Florida Board of Trustees”.

4. Definition Correction. The phrase “*Florida; and*” appearing at the end of the fifth “whereas” clause of the Amended Agreement is hereby stricken in its entirety and replaced with the following: “*Florida (the “Premises”); and*”.

5. County Contribution. The following is hereby added as a new third (and last) sentence of Article 8, subparagraph B.(1), of the Amended Agreement:

*Notwithstanding the foregoing, after the start of County’s 2018 fiscal year, County shall provide an amount up to \$300,000.00 annually to the Center for lease payments and operational support, commencing with the payment to be made by County to Center on or before December 1, 2017, and for future payments to be made on or before December 1 of each subsequent County fiscal year that this Agreement is in effect.*

6. Service Provider Agreements. Article 8, subparagraph B.(2), of the Amended Agreement is hereby stricken in its entirety and replaced with the following:

*Enter into agreements (“Service Provider Agreements”) with resident and affiliate Service Providers, with any payments due from Service Providers under such Service Provider Agreements going to the benefit of the Center. Without limitation, such Service Provider Agreements shall: identify of the portion(s) of the Center that may be occupied by each Service Provider on an exclusive or non-exclusive basis; specify the fee(s), utilities, and cost reimbursements to be paid by each Service Provider to the Center or others; and set forth the duties and obligations of each Service Provider, including maintenance responsibilities and the services and training to be provided by each Service Provider.*

7. Payments from Service Providers and Other Occupants. Article 8, subparagraph C.(2)(D), of the Amended Agreement is hereby stricken in its entirety and replaced with the following:

*Collect all payments due from Service Providers, small business attendees, and other occupants of the Premises, whether due pursuant to Service Provider Agreements or otherwise.*

8. Disposition of Income Received at End of Term. Article 8, subparagraph C.(8)(C), of the Amended Agreement is hereby stricken in its entirety and replaced with the following:

*Subject to the provisions of Article 16 below, retain any other income received on behalf of the Center by the end of the term and use such funds for operations of the Center or for future Cosponsored Activities as directed by the Executive*

*Board.*

9. Public Records. Article 24 is added and shall read as follows:

24. *Public Records.* Pursuant to §119.0701, UCF and DWS must:

1. *Keep and maintain public records required to meet any and all obligations agreed to herein.*
2. *Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the County's established costs and fees.*
3. *Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Cosponsorship Agreement's term and following completion of the contract if UCF and/or DWS does not transfer the records to the County.*
4. *Upon completion of this Cosponsorship Agreement, transfer, at no cost, to the County all public records in possession of UCF and/or DWS or keep and maintain public records required by UCF and/or DWS to meet any and all obligations agreed to herein.*
5. *If UCF and/or DWS transfer all public records to the County upon completion of the contract, UCF and/or DWS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UCF and/or DWS keep and maintain public records upon completion of this Cosponsorship Agreement, UCF and/or DWS shall meet all applicable requirements for retaining public records.*
6. *All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.*

**IF UCF OR DWS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS COSPONSORSHIP AGREEMENT, CONTACT THE MANAGER OF THE REAL ESTATE MANAGEMENT DIVISION**

Project: NEC Fashion Square Mall

**AT 400 EAST SOUTH STREET, 5TH FLOOR, ORLANDO,  
FLORIDA, 32801, (407) 836-7070, PAUL.SLADEK@OCFL.NET.**

10. Effect; Conflicts. Except as modified herein, all other terms and provisions of the Amended Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Amended Agreement, the provisions of this Second Amendment shall control.

11. Signature Authority. Each of the persons executing this Second Amendment represents and warrants to each Party that he or she has the authority to execute and enter into this Second Amendment for and on behalf of the Party for which he or she is executing this Second Amendment.

*[signature pages follow]*

This instrument prepared by:  
Paul Sladek, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed effective as of the Second Amendment Effective Date.

“COUNTY”

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date 2.20.18

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

By: *Katie Smith*  
Deputy Clerk


Printed Name: **Katie Smith**

Project: NEC Fashion Square Mall

**IN WITNESS WHEREOF**, the Parties have caused this Second Amendment to be executed effective as of the Second Amendment Effective Date.

“DWS”

**DISNEY WORLDWIDE SERVICES, INC.,  
a Florida corporation**

By:   
Print Name: Nancy Eidusko  
Title: Director, Corporate Citizenship  
Date: 1-18-22



Project: NEC Fashion Square Mall

**IN WITNESS WHEREOF**, the Parties have caused this Second Amendment to be executed effective as of the Second Amendment Effective Date.

“UCF”

**UNIVERSITY OF CENTRAL FLORIDA**

By: KS

Print Name: KIM SMITH

Title: DIRECTOR, OFFICE OF RESEARCH

Date: 1.29.2018