




Interoffice Memorandum

AGENDA ITEM

February 8, 2019

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

FROM: Eric Ushkowitz, Economic Development Administrator
Office of Economic, Trade & Tourism Development 

SUBJECT: February 26, 2019 – Consent Agenda Item
Approval of Grant Agreement for FY 2019 between Orange
County, Florida and Orlando Economic Partnership, Inc.

Funding in the amount of \$25,000 was provided in the FY 2018-19 adopted budget for the Orlando Economic Partnership, Inc. relating to base realignment and closure threat mitigation and the modeling, simulation, training industry. The County is part of the joint effort with the City of Orlando, the Orlando Economic Partnership, University of Central Florida, the Corridor, the National Center for Simulation, and others that comprise the Metro Orlando Defense Task Force. In order to expedite the disbursement of funds, it is required that the Board of County Commissioners approve the grant agreement.

This agreement has been reviewed by the Orange County Attorney's Office.

ACTION REQUESTED: Approval and execution of Orange County, Florida and Orlando Economic Partnership, Inc. Grant Agreement relating to Base Realignment & Closure Threat Mitigation to Modeling, Simulation & Training Industry and authorization to disburse \$25,000 as provided in the FY 2018-19 adopted budget.

ORANGE COUNTY, FLORIDA
and
ORLANDO ECONOMIC PARTNERSHIP, INC.
Grant Agreement
relating to
Base Realignment & Closure Threat Mitigation to
Modeling, Simulation & Training Industry

THIS AGREEMENT is entered into as of the last date of execution by and between Orange County, a charter county and political subdivision of the State of Florida (“County”), and Orlando Economic Partnership, Inc., a Florida not-for-profit corporation (“OEP”).

RECITALS

WHEREAS, the Central Florida modeling simulation and training industry (“MST”) has created 61,000 jobs in Central Florida and is a vital segment of the Central Florida economy; and

WHEREAS, the survival and growth of the Central Florida MST industry is dependent upon the continued presence of United States military installations in Central Florida currently located in the Central Florida Research Park; and

WHEREAS, the County is part of a joint effort with the City of Orlando, the Orlando Economic Partnership, Inc. (“OEP”), the University of Central Florida, the Corridor, the National Center for Simulation and the Central Florida Research Park Authority (collectively hereinafter referred to as the “Metro Orlando Defense Task Force” or “MODTF”) to mitigate the threat posed by sequestration of the Federal budget to Central Florida’s MST; and

WHEREAS, the MODTF has received a grants in previous years from the Florida Defense Support Task Force, a state-wide task force formed to analyze the vulnerability of Florida military installations to base realignment and closure (“BRAC”) resulting from Federal budget cuts and to develop a strategic plan to advocate for the retention of military installations and enhancement of the defense industry in Florida; and

WHEREAS, MODTF has determined that it will now dedicate its efforts to growing the MST business base in Central Florida including military and commercial vertical markets; and

WHEREAS, the Board of County Commissioners of Orange County approved a matching contribution to the MODTF in support of such grant in the amount of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) and authorized the Mayor to execute a funding agreement for the MODTF; and

WHEREAS, OEP has been designated as Fiscal Agent of the MODTF and will

therefore be custodian of the funds contributed to the MODTF; and

WHEREAS, the County and OEP therefore wish to set forth herein the rights and obligations of OEP and the County with respect to the OEP's role as Fiscal Agent.

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

Section 1. Recitals. The above recitals and the meanings ascribed to the defined terms contained therein are hereby incorporated herein and made a part of this Agreement.

Section 2. County Payment. The County has appropriated for the period commencing October 1, 2018 and ending September 30, 2019, the total sum of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) to be administered and disbursed by OEP solely for the purposes set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference. The County's contribution of \$25,000.00 to OEP shall be made after execution of this Agreement and the County's receipt of an original invoice from the OEP. Payment shall be made in accordance with the Florida Prompt Payment Act (Chapter 218, Florida Statutes), following the receipt of OEP's invoice. Said invoice shall be submitted contemporaneously with or subsequent to the submission of a written report describing OEP's activities as Fiscal Agent hereunder and OEP's use of the County Contribution paid under this Agreement. Additional reports, board presentations and other information related to the County's contribution shall be provided by OEP as may be requested by the County.

Section 3. OEP's Obligation.

3.1 Representation of OEP. OEP represents that it shall expend funds paid hereunder solely for the purposes set forth in **Exhibit "A."** OEP shall act in the capacity of Fiscal Agent in matters pertaining to the use of all funding contributions for the MODTF. OEP shall hold all such funds in separate accounts designated specifically and solely for the implementation of a strategic public relations and marketing plan and associated travel expenses for BRAC threat mitigation to the Central Florida MST industry.

3.2 Prohibited Lobbying Activities. OEP shall not expend any funds paid under this Agreement for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. OEP agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator. Nothing herein shall be construed to prohibit OEP from engaging in lobbying or similar activities that are not specifically prohibited by this Agreement.

3.3 OEP as Independent Contractor. The parties expressly acknowledge that OEP is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

3.4 Unlawful Discrimination. OEP, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

3.5 Accounting. OEP will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles.

3.6 Non-Profit Status. OEP agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If OEP should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

3.7 Right to Inspect and Audit Accounts. During the term of this Agreement, OEP, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit OEP's books and accounts at any time during normal working hours, provided that reasonable notice is given to OEP prior to any such inspection. Any costs incurred by OEP as a result of a County audit shall be the sole responsibility of and shall be borne by OEP. In addition, should OEP provide any or all of the County's funds to sub-recipients, then, and in that event, OEP shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

3.8 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, OEP shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

3.9 Assignment. OEP may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

3.10 Indemnification. OEP agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out of or in any way connected with the performance or non-performance by OEP under this Agreement.

Section 4. Term and Termination. The term of this Agreement shall begin on the last date of execution by both parties hereto and shall continue until September 30, 2019.

However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days' notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served. In the event of such termination, OEP shall remit to the County any unspent funds paid hereunder.

Section 5. Miscellaneous.

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

5.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

5.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

5.5 Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the litigation.

5.6 Notice. Whenever notice or communication shall or may be given to either party, such notice shall be in writing and shall be delivered or sent to:

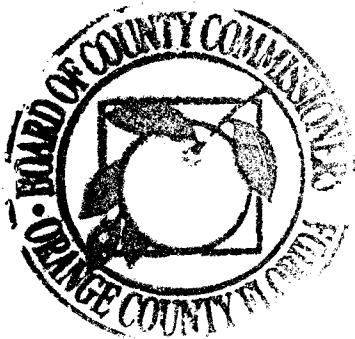
COUNTY: Orange County
Office of Economic, Trade & Tourism Development
ATTN: Eric Ushkowitz, Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802

Phone: (407) 836-7370
Fax: (407) 836-7399

OEP:

Crystal Sirey
Chief Operating Officer
Orlando Economic Partnership, Inc.
301 East Pine Street, Suite 900
Orlando, Florida 32801

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



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: Bryan Brooks
for Jerry L. Demings
Orange County Mayor

DATE: 26 February 2019

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

By: Katie Smeed
Deputy Clerk

**ORLANDO ECONOMIC
PARTNERSHIP, INC.**

Crystal Sircy

Crystal Sircy
Chief Operating Officer

DATE: 30 Jan 2019

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of January, 2019, by Crystal Sircy, Executive Vice President of the Orlando Economic Partnership, Inc., he/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 30th day of January, 2019.

Scott P. Fagan

Notary Public, State of Florida

Printed Name: Scott P. Fagan

OEP No.: _____

My OEP Expires: _____

(NOTARY SEAL)

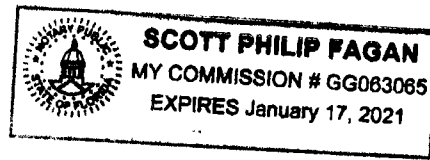


EXHIBIT “A”
To
BRAC THREAT MITIGATION AGREEMENT
SCOPE OF SERVICES

ORANGE COUNTY, FLORIDA
and
Orlando Economic Partnership, Inc.
Grant Agreement
relating to
Base Realignment & Closure Threat Mitigation to
Modeling, Simulation & Training Industry

METRO ORLANDO DEFENSE TASK FORCE (MODTF)
EXHIBIT A
Allowable uses of the funds

- Execute MODTF strategies and BRAC threat mitigation action plan.
- Hire consultants and/or lobbyists – In adherence to Section 3.2 of Agreement.
- Analyze and/or execute defense-related Team Orlando real estate activities.
- Develop a Public Relations campaign designed to portray the benefits of the military commands located in the Central Florida Research Park to the local community, the State of Florida and the United States and its allies.
- MODTF-related travel expenses with advanced approval from the MODTF Executive Steering Committee.
- Partner with the National Center for Simulation (NCS) to administer the Florida Defense Support Task Force (FDSTF) grant and FDSTF grant reporting requirements.