



Interoffice Memorandum

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

FROM: Terry Devitt, Deputy Director, OCCC
Contact: (407) 685-9867

DATE: February 1, 2023

RE: **BCC Consent Agenda Item – February 21, 2023**
Chilled Water Service Agreement Amendment

A handwritten signature in black ink, appearing to be "Terry Devitt", written over the "FROM:" line.

In October of 2000, Orange County entered into a Chilled Water Service Agreement with the Orlando Utilities Commission (OUC) to provide chilled water energy to the Orange County Convention Center (OCCC) campus. That agreement transferred County owned chilled water production assets at the OCCC to OUC to own and maintain throughout the term of the contract. It also allowed for OUC to begin a chilled water energy business venture in the convention district, which allowed for the OCCC to forego the cost of constructing a separate chilled water plant to serve the OCCC's North/South campus. The terms of the agreement state that it will terminate on September 30, 2023.

Orange County, via the OCCC and OUC, is currently negotiating a new Chilled Water Service Agreement with scope of work to include the design and construction of a new chilled water plant and/or restoration of the existing chilled water plant on the OCCC campus. There is a desire by both parties to amend the existing Chilled Water Service Agreement to extend the term through September 30, 2025. This extension of the term will afford the OCCC and OUC sufficient time to negotiate a new Chilled Water Service Agreement.

OCCC staff, in conjunction with staff from the County Attorney's office, developed and negotiated the Amendment between Orange County and OUC to extend the term of the existing contract.

ACTION REQUESTED: Approval and execution of First Amendment to the Chilled Water Service Agreement for the Orange County Convention Center between Orlando Utilities Commission and Orange County to extend the term of the agreement from September 30, 2023 to September 30, 2025.

c: Byron W. Brooks, AICP, County Administrator
Jeffrey J. Newton, County Attorney
David Berman, Assistant County Attorney
Mark Tester, Executive Director, OCCC
Ray Walls, Deputy Director, OCCC

BCC Mtg. Date: February 21, 2023

**FIRST AMENDMENT TO THE
CHILLED WATER SERVICE AGREEMENT FOR THE
ORANGE COUNTY CONVENTION CENTER
BETWEEN
ORLANDO UTILITIES COMMISSION and
ORANGE COUNTY**

THIS FIRST AMENDMENT TO CHILLED WATER SERVICE AGREEMENT FOR THE ORANGE COUNTY CONVENTION CENTER (this "First Amendment") is made and entered into this 21 day of February, 2023 (the "Effective Date") by and between the ORLANDO UTILITIES COMMISSION, a Florida statutory commission (hereinafter the "Company" or "OUC") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("Customer"), herein collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, Company operates and maintains a district energy system in the City of Orlando, Florida and Orange County, Florida (the "System") in order, among other things to provide chilled water service (the "Service") to various customers; and

WHEREAS, the Customer owns a building or buildings (the "Improvements") located at 9800 International Drive in Orlando, Florida (the "Premise"); and

WHEREAS, the Parties, along with Trigen-Cinergy Solutions of Orlando, LLC, entered into that certain agreement in September 2000 for the Company to provide Service to the Premises (the "Chilled Water Service Agreement"); and

WHEREAS, pursuant to that certain Project Termination Agreement dated March 11, 2004 between Orlando Utilities Commission and Trigen-Cinergy Solutions of Orlando, LLC (TCS), TCS assigned and OUC assumed all of TCS's rights, duties and obligations under the Chilled Water Service Agreement; and

WHEREAS, pursuant to Section 4.1 thereof, the Parties agreed that the Chilled Water Service Agreement will terminate on September 30, 2023, and automatically renew unless written notice of cancellation is delivered by the Customer at least one (1) year in advance of such termination ("Notice Deadline Date"); and

WHEREAS, Customer and Company are currently negotiating a new Chilled Water Service Agreement, which scope of work includes the design and construction of a new chilled water plant and/or the restoration of existing chilled water facilities; and

WHEREAS, the Parties desire to modify the Notice Deadline Date, as hereinafter provided, to afford the Company and Customer sufficient time to negotiate a new chilled water service agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitations. The above recitals are true and correct and are hereby incorporated herein.
2. Defined Terms. Capitalized terms in this First Amendment shall have the meanings ascribed to them in the Chilled Water Service Agreement unless defined otherwise in this First Amendment.
3. Amendment to Section 4.1. Term of Agreement. Article 4.1 of the Chilled Water Service Agreement is hereby deleted in its entirety and replaced with a new Section 4.1 which shall read as follows:

4.1. Term of Agreement. The initial term of this Agreement shall commence on the Phases I-IV Operation Date and terminate on September 30, 2023, unless otherwise terminated pursuant to the terms and conditions of this Agreement ("Initial Term"). After the expiration of the Initial Term, this Agreement shall be automatically extended and continue in effect until the date the Company is able to provide service under the terms and conditions of the new agreement. In the event the Parties do not execute a new agreement, this Agreement by shall terminate on September 30, 2025.
4. Effective Date. This First Amendment and provisions hereof shall be binding upon the parties hereto as of the Effective Date and shall remain in effect for the term of the Chilled Water Agreement, including any extensions thereof.
5. Full Force and Effect. Except as specifically modified and amended by the terms of this First Amendment, all other terms and conditions of the Chilled Water Service Agreement shall remain in full force and effect, and in the event of any inconsistencies between this First Amendment and the terms of the Chilled Water Service Agreement, the terms set forth in this First Amendment shall control and govern.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

By: Paula Velasquez
Paula Velasquez
Assistant Secretary

ORLANDO UTILITIES COMMISSION

By: Clint Bullock
Clint Bullock
General Manager & CEO

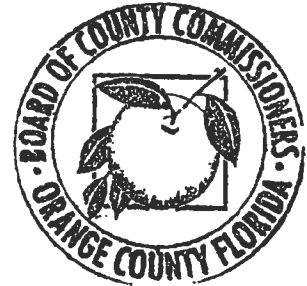
ATTEST:

By: Jennifer Ann Kinney
for Phil Diamond, County Comptroller
as Clerk of the Board of County
Commissioners

ORANGE COUNTY, FLORIDA

By Board of County Commissioners

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



Approved as to form and legality
OUC Legal Department
Date: 11/15/23 By: clw