



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 9

DATE: August 3, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Mary Ann Keller, Assistant Manager *PS for MK*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF RESIDENT SERVICE PROVIDER AGREEMENT BETWEEN ORANGE COUNTY AND CFDC, INC. AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, IF NECESSARY

PROJECT: NEC Fashion Square Mall
3201 East Colonial Drive
Orlando, Florida 32803

District 5

PURPOSE: To provide office space, training and meeting rooms, and associated equipment and resources for the provision of business training and consulting services at the National Entrepreneur Center.

ITEM: Resident Service Provider Agreement
Term: Until May 25, 2021
Option: One, 5-year renewal

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 (County), Disney Worldwide Services, Inc. and the University of Central Florida designed to provide educational training services to small business owners in the Central Florida area. The existing Lease Agreement was approved by the Orange County Board of County Commissioners (BCC) on August 31, 2010.

Under the terms of the Cosponsorship Agreement, approved by the BCC on March 29, 2011, the County is responsible for providing office space, resources, equipment, training and meeting rooms and use of the facilities to Resident Service Providers.

This Resident Service Provider Agreement (Agreement) will authorize the NEC to allow CFDC, Inc. (CFDC) to become a recognized resident Service Provider, and will enable the County to provide the necessary space to CFDC so CFDC may provide networking events, business seminars, collaborative partnerships with both the public and private sectors, and other services as described in the Service Provider Services attached as Exhibit A to the Agreement. CFDC will operate in accordance with Chapter 501.973 of the Florida Statutes as it pertains to Chambers of Commerce, and CFDC must also provide the NEC with the pre-determined rental amount, timely activity reporting each quarter, and other items as specified in the Agreement. The pre-determined rental amounts are: \$587.75 per month for years one, two, and three and \$612.75 per month for years four and five. Additionally, CFDC will pay the NEC for telephone equipment and services, and internet connectivity.

ORANGE COUNTY, FLORIDA

and

CFDC, INC.

RESIDENT SERVICE PROVIDER AGREEMENT

THIS RESIDENT SERVICE PROVIDER AGREEMENT ("Provider Agreement") made as of the date fully executed below ("Effective Date"), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("County") and the **CFDC, INC.**, a not-for-profit Florida corporation ("Service Provider"), hereinafter collectively referred to as the "Parties" or "Party."

WHEREAS, County, Disney Worldwide Services, Inc., and the University of Central Florida entered into a Cosponsorship Agreement dated March 29, 2011, as amended by the Amendment to Cosponsorship Agreement dated December 15, 2015 (collectively "Cosponsorship Agreement") to establish the National Entrepreneur Center ("Center"); and

WHEREAS, County leases approximately 20,977 square feet of office space and 364 square feet of storage space for the Center from UP Fieldgate US Investments –Fashion Square, LLC ("Landlord"), successor in interest to PR Orlando Fashion Square LLC, under a Lease Agreement approved by the Board of County Commissioners August 31, 2010, as renewed ("Lease Agreement"). Said office space is located at 3201 East Colonial Drive, Orlando, Florida 32803 within the Orlando Fashion Square Mall ("Premises"); and

WHEREAS, the purpose of the Center is to house a variety of non-profit organizations offering comprehensive small business training, information, business events, and educational activities for small business in the Central Florida area; and

WHEREAS, in accordance with the provisions of the Cosponsorship Agreement and Lease Agreement, County shall grant the use of the Premises by organizations for business training and consulting services to benefit the Center; and

WHEREAS, Service Provider desires to provide business training and consulting services to the individuals who use the Center; engage and promote the mission of the Center, and provide detailed reporting of activity as required by the County; and

WHEREAS, all previous service provider agreements between the Parties for the Center have expired.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

Section 1. Recitals. The above are true and correct and form a material part of this Provider Agreement.

Section 2. Term. The initial term of this Provider Agreement shall commence on the Effective Date and shall terminate May 25, 2021. The Parties may renew this Provider Agreement for an additional five (5) year term by agreeing to terms and conditions in writing. The Manager of County's Real Estate Management Division shall be authorized to approve and exercise said renewal option.

Section 3. Termination. This Provider Agreement can be terminated by either Party at any time, with or without cause, upon no less than ninety (90) days' notice in writing to the other Party. Such notice shall be delivered as provided herein or in person to the business address of the Party upon whom such notice is served. If this Provider Agreement is terminated, the Service Provider shall pay a pro-rata share of its annual payment through the date of termination. If terminated by Service Provider prior to the end of the initial term, Service Provider shall reimburse County for any unamortized costs for build-out of the Service Provider's designated space.

Section 4. County Responsibilities.

The County shall:

(a) Provide to the Service Provider office space, resources, equipment, training and meeting rooms and use of the facilities located at the Premises according to the terms and conditions of the Lease Agreement.

Section 5. Service Provider Responsibilities.

The Service Provider shall:

(a) Provide business training, events, coaching, and business consulting services, as defined in the Service Provider's charter, to the applicable individuals who request services from the Service Provider and/or the Center. These services are set forth in Exhibit "A," attached hereto and made a part hereof.

(b) Provide the Center with timely activity reporting each quarter for compilation and reporting purposes. The activity report is set forth in Exhibit "B," attached hereto and made a part hereof.

(c) Actively promote the goals and objectives of the Service Provider.

(d) Abide by and adhere to all the provisions of the Lease Agreement, with the exception of the payment of rent.

(e) Actively engage with other resident providers of the Center and willingly support the mission of the Center as a collaborative and cooperative effort to support small business growth and development within the region.

(f) Pay to the Center's fiscal agent, the University of Central Florida Research Foundation ("Fiscal Agent"), the amounts shown below for the use and occupancy of the Premises during the term of the agreement, according to the following schedule:

Year One	\$ 587.75 per month / \$ 7,053.00 annually
Year Two	\$ 587.75 per month / \$ 7,053.00 annually
Year Three	\$ 587.75 per month / \$ 7,053.00 annually
Year Four	\$ 612.75 per month / \$ 7,353.00 annually
Year Five	\$ 612.75 per month / \$ 7,353.00 annually

(g) Pay to the Fiscal Agent \$50.00 per month for each telephone set provided for telecommunications, and all associated hardware, software, and telephone lines, plus \$50.00 per month for each internet outlet provided and associated IT infrastructure provided unless otherwise agreed to by the Center.

(h) Pay quarterly to the Fiscal Agent an amount to cover any long distance charges and any other miscellaneous charges incurred by the Service Provider monthly.

During the term of this Provider Agreement, all monthly payments as provided herein shall be rendered without demand on or before the first day of each month. All payments shall be made to the Fiscal Agent's address provided herein or at an address to be determined in writing by the Fiscal Agent. The initial monthly payment must be received by the Fiscal Agent no more than 30 days after receipt of the Fiscal Agent's invoice. Payments not received within 30 days are subject to a \$50 penalty.

Section 6. Notice. Any notice provided for in this Provider Agreement must, unless otherwise expressly provided herein, be in writing, and be forwarded by registered or certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service such as FedEx or UPS. Either Party may change its address to any other address in the United States of America by notice in writing given to the other Party in the manner herein provided.

As to Service Provider: Central Florida Disability Chamber
3201 E. Colonial Drive, Suite A20
Orlando, FL 32803
Attn: Rogue Gallart, President

As to County: Manager
Orange County Real Estate Management Division
P.O. Box 1393
Orlando, FL 32802

With a copy to: County Attorney
Orange County
P.O. Box 1393
Orlando, FL 32802

AND
UCF Research Foundation
12201 Research Parkway
Suite 501
Orlando, Florida 32826
Attn: Ed Jacobs

AND
National Entrepreneur Center
3201 E. Colonial Drive, Suite A20
Orlando, FL 32803
Attn: Jerry Ross, President

Section 7. Signs. In accordance with the Lease Agreement, Service Provider may not erect, install or display any sign upon the Premises, the exterior of the Premises (including any exterior doors), or the exterior walls thereof, or in any window therein, without the prior written consent of both the County and the Landlord. Any signs erected, installed or displayed by Service Provider upon the interior of the Premises shall be subject to the County's prior written approval.

Section 8. Indemnification. To the fullest extent permitted by law, the Service Provider shall defend, indemnify, and hold harmless the County, UCF, Disney Worldwide Services, Inc. and Landlord, their officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Service Provider or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

Section 9. Insurance. The Service Provider shall obtain and maintain, at its expense, insurance in accordance with provisions of the Lease Agreement as follows:

(a) General liability insurance in an amount not less than \$2,000,000 to cover the Service Provider, Orange County, and the Center, and any others designated by County against liability for injury and/or death of any persons and for damage to personal property occasioned by or arising out of any construction, condition, use, or occupancy of the Premises. Said general liability policies shall

carry the name of the Service Provider as the named insured. Service Provider shall provide the County with a certificate of insurance prior to the commencement of this Provider Agreement, and shall exhibit receipts showing payment of premiums. Such policy shall further provide that the insurer shall not cancel, alter, or allow expiration or other termination thereof without at least thirty (30) days prior written notice from such insurer to the County.

All-risk property insurance in an amount not less than \$1,000,000 to cover the full replacement value of Service Provider's furniture, equipment, supplies, and any other property owned, leased, held, or possessed by it.

(b) In lieu of the insurance required above, if the Service Provider is governed by section 768.28, Florida Statutes, it may self-insure in accordance with the provisions of that section. Lessee agrees to provide a certificate of insurance evidencing its insurance or election to self-insure.

Section 10. Liability. County and its respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of Service Provider, its guest, employees or agents.

Section 11. Right to Inspect and Audit Books. During the term of this Provider Agreement, Service Provider shall permit the County, or any agent designated by the County, to inspect and audit Service Provider's books and accounts in relation to this Provider Agreement, except such books and accounts which are deemed by Service Provider to be confidential, exempt or protected by federal, state or local law. Such inspection or audit shall occur at any time during normal working hours, provided that reasonable notice is provided to Service Provider prior to any such inspection.

Section 12. Public Records. Pursuant to section 119.0701, Florida Statutes, Service Provider shall be responsible for complying with the provisions of Florida's public records laws. Specifically, Service Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Provider Agreement.

(b) Provide the public with access to 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in Service Provider's possession upon termination of this Provider Agreement and destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Section 13. Amendments. This Provider Agreement may be amended only through a written document executed by both Parties.

Section 14. Assignment. This Provider Agreement may not be assigned by either Party without the prior written consent of the other Party. Failure to comply with this provision may result in immediate termination of this Provider Agreement.

Section 15. Severability. In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Provider Agreement and the same shall remain in full force and effect.

Section 16. Waiver. Performance of this Provider 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.

Section 17. Third-Party Rights. The provisions of this Provider Agreement are for the sole benefit of the Parties hereto and will not be construed as conferring any rights on any other person or entity.

Section 18. Independent Contractor Status. Service Provider is an independent contractor and neither Service Provider nor anyone employed by Service Provider shall be deemed for any purpose to be an employee of County in the performance of the work hereunder.

Section 19. Civil Rights. Neither Party will discriminate against any person or persons, with regard to race, color, sex, age, religion, ancestry, national origin, handicap, or marital status in the performance of this Provider Agreement.

Section 20. Governing Law. This Provider Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 21. Litigation and Venue. In the event a Party deems it necessary to take legal action to enforce any provision of this Provider Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 22. Remedies. No remedy herein conferred upon any part is intended to be exclusively of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 23. Headings. The headings or captions of articles, sections or subsections used in this agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Provider Agreement.

Section 24. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Provider Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Provider Agreement as stated.

Section 25. Documentation. Service Provider hereby acknowledges and agrees County has provided Service Provider a copy of the Cosponsorship Agreement and the Lease Agreement.

Section 26. Surrender and Holdover. Upon the expiration or sooner termination of the term of this Provider Agreement, Service Provider agrees to peacefully surrender and yield possession of the Premises to County, without notice, and in good order and condition, broom clean condition, but subject to such ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Service Provider is not required to restore or remedy under other terms and conditions of this Provider Agreement, and pursuant to all applicable federal, state, and local laws.

Service Provider may hold over in possession after the expiration or sooner termination of the term of this Provider Agreement with County's prior written approval, such holding over shall not be deemed to extend the term or renew this Provider Agreement. Service Provider shall pay to County on account of use and occupancy of the Premises for each month during which Service Provider holds over after the expiration or sooner termination of the term of this Agreement, a sum equal to the Rent which was payable under this Provider Agreement during the last month of the term.

Nothing herein shall be deemed to permit Service Provider to retain possession of the Premises after the expiration or sooner termination of the term of this Agreement, or to limit in any manner County's right to regain possession of the Premises through summary proceeding or otherwise, and no acceptance by County of payments from Service Provider after the expiration or sooner termination of the term of this Provider Agreement, shall be deemed to be other than on account of the amount to be paid by Service Provider in accordance with the provisions hereof.

If Service Provider holds over in possession after the expiration or sooner termination of the term of this Provider Agreement without County's prior written approval, Service Provider agrees to indemnify and save County harmless from and against all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from delay by Service Provider in surrendering the Premises on the expiration or sooner termination of the term of this Service Agreement, including any substantiated reasonable claims made by Landlord or any succeeding tenant founded on such delay.

Project: NEC at Fashion Square Mall
Provider Agreement #2062-RSP7

Section 27. Entire Agreement. This Provider Agreement contains the entire agreement between the Parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either Party. Any modifications, additions, or amendments hereto must be in writing, and signed by the Parties.

(SIGNATURE PAGE TO FOLLOW)

Project: NEC at Fashion Square Mall
Provider Agreement #2062-RSP7

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Resident Service Provider Agreement on the dates indicated below.



COUNTY:
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 8.22.17

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

By: *Katie Smith*
Deputy Clerk

Date: AUG 22 2017

ATTEST/WITNESS:

Robert Minnetto

Print Name: ROBERT MINNETTO

Julie Matthews

Print Name: Julie Matthews

SERVICE PROVIDER:
CFDC, INC.

By: *Rogue Gallart*
Rogue Gallart
Director

Date: 4/26/17

EXHIBIT “A”

SERVICE PROVIDER SERVICES

Service Provider shall support, and actively participate in the collaborative model established at the Center, while providing practical training and services to individuals who use the Center.

These services include the following:

- Promote business opportunities within the “disability community” of Central Florida through networking events, business seminars, and collaborative partnerships with both the public and private sectors.
- Advocate, promote and engage with the technical business assistance available through the in-house service providers at the Center.
- Promote global business contracting opportunities within the community.
- Will operate in accordance to the 2008 Florida Statutes 501.973 – Chambers of Commerce.

Service Provider shall provide services to individuals who use the Center. General expectations of Service Provider and its employees include the following:

- Regularly Scheduled and Dependable Office hours at the Center
- Professional Appearance and Demeanor
- Provision of professional and quality services and programs
- Excellent Customer Service
- Regular and timely communication with the Center
- Attendance by Service Provider CEO/Director at the Center’s Management Board meetings
- Timely reporting of Quarterly Activity to the Center
- Active participation in Center activities and initiatives
- Willing cooperation and collaboration with the Center and other resident providers
- Demonstrate responsibility and care for the shared facility, resources and equipment
- Maintain an informative and up-to-date client friendly website with the Center’s affiliation and link clearly displayed.

Exhibit "B"

Sample - NEC Quarterly Activity Report

Service Provider OR Community Partner: CFDC

	July 16	Aug 16	Sept 16	Total
# Training Workshops				0
# Training Attendees				0
# Counseling Sessions*				0
# People Counseled				0
Total Clients*	0	0	0	0
Gender/Ownership				
Woman-Owned (>50%)				0
Male-Owned (>50%)				0
Woman/Male Owned (50/50)				0
Not Available				0
Total Clients*	0	0	0	0
Race				
African American				0
Asian American				0
Native American				0
Caucasian				0
Not Available				0
Total Clients*	0	0	0	0
Ethnicity				
Hispanic				0
Non-Hispanic				0
Not Available	0	0	0	0
Total Clients*	0	0	0	0
Veteran				
Veteran				0
Service Disable Veteran				0
Non-Veteran				0
Not Available	0	0	0	0
Total Clients*	0	0	0	0
# Contacts**				0
# of Referrals to other NEC Providers:				0
Finance				
# Loans Originated				0
\$ Loans Originated				0
Other Capital (\$)				0
Impact				
Sales Increase (\$)				0
Jobs Created & Retained				0
New Business Starts				0

* Total Clients should equal the same number in each category. This is a calculated number

** Include in this category all contacts not reported previously (e.g. phone calls, email, event contacts etc.)