



## Interoffice Memorandum

October 26, 2018

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

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

A handwritten signature in black ink, appearing to read "EU", is placed next to the "FROM" line.

SUBJECT: **November 13, 2018 – Consent Agenda Item**  
Approval and Execution of Agreement for Economic Development Services,  
Orlando Economic Partnership, Inc. and Orange County, Fiscal Year 2018-  
2019

Agreement for the Industrial Development Authority for Fiscal Year 2018-19  
between Orange County, Florida and the Orlando Economic Partnership, Inc.

The FY 2018-2019 Orange County budget provides for \$681,899 to support the efforts of the Orlando Economic Partnership, Inc. (OEP). This amount is an increase of 2% from the previous fiscal year.

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 2018-19," which is incorporated into the Master Agreement as Exhibit "A."

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

Both of these agreements have been reviewed by the Orange County Attorney's Office.

**ACTIONS REQUESTED:** Approval and execution of 1) Agreement for Economic Development Services Orlando Economic Partnership, Inc. and Orange County Fiscal Year 2018-2019 and authorization to disburse \$681,899 as provided in the Fiscal Year 2018-19 adopted budget and 2) Orange County, Florida and Orlando Economic Partnership, Inc. Agreement related to an Industrial Development Authority Fiscal Year 2018-2019.

BQC Mtg. Date: November 13, 2018

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

**FISCAL YEAR 2018-2019**

THIS AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES (the "Agreement") is entered into as of this NOV 13 2018 day of October, 2018 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 fifteen thousand dollars (\$15,000.00) 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 Agency's international travel related to sales missions; expenses related to meetings, conferences or marketing-related events held during the Agency'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 Agency.

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 one economic development staff representative. OEP events include, but are not limited to, the Schwartz Tech Awards, the James B. Greene Dinner and Awards Program 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 2018-19 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 2018-2019 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 Commission is in compliance with all material terms of this Agreement, the Agency shall pay to the Commission a sum of Six Hundred Eighty One Thousand Eight Hundred Ninety Nine and No/100 Dollars (\$681,899.00) during the Agency’s 2018-2019 fiscal year, beginning October 1, 2018. Payments will be payable by the County to

the OEP in four equal quarterly installments in the amount of One Hundred Seventy Thousand Four Hundred Seventy Four and no/100 Dollars (\$170,474.00). 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 Agency shall also pay to the Commission an additional sum of Fifteen Thousand and No/100 Dollars (\$15,000) upon execution of the Agreement and receipt of the Commission's invoice in support of the Commission's International Economic Development efforts described in Section 1j. herein.

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 of the targeted industries as identified for the County in Exhibit "B."

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, 2018 and ending on September 30, 2019. 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 Development  
Commission  
301 E. Pine Street, Suite 900  
Orlando, FL 32801

COUNTY: Orange County Board of County Commissioners  
Attn: Orange County Mayor Teresa Jacobs  
201 S. Rosalind Avenue, 5<sup>th</sup> 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.**

1. 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.

2. 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.

(1) 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.

(2) 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.**

(3) 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.

(4) 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:

(1) 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.

(2) 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.

(3) 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:

(1) 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)

(2) 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

(3) 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).

(4) 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: *Teresa Jacobs*  
Teresa Jacobs,  
Orange County Mayor

Date: 11.13.18

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

By: *Laketa Lewis*  
for Deputy Clerk

Date: NOV 13 2018

ORLANDO ECONOMIC PARTNERSHIP,  
INCORPORATED

By:

Tim Giuliani  
Tim Giuliani, President and CEO

Date:

10/18/18

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me the 18 day of Oct, 2018, by Tim Giuliani, President and CEO of the Orlando Economic Partnership. He 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 18 day of October, 2018.

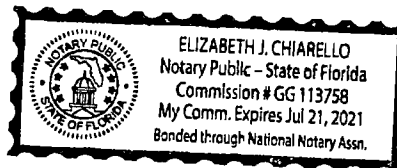
Notary Public

Elizabeth Chiarello  
Signature

Elizabeth Chiarello  
(Print Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_



**Exhibit “A”**

**Business Plan and Budget FY 2017-18**

**APPROVED**

**Orlando Economic Partnership  
Proposed 2018-19 Operating Budget**

	<b>Orlando Economic Partnership</b>	<b>Orlando Regional Chamber of Commerce</b>	<b>Foundation for Building Community</b>	<b>EDC Foundation for Education</b>	<b>TOTAL</b>	<b>FY 2017-18 TOTAL BUDGET</b>	<b>FY 2017-18 TOTAL ACTUAL</b>
<b>REVENUE</b>							
<b>Private Funding</b>							
Partnership Investment	4,736,500	0	0	0	4,736,500	4,428,000	4,549,867
Chamber Membership	0	660,000	0	0	660,000	880,000	642,071
Community Leadership Programs	0	0	712,000	0	712,000	720,000	567,425
Foundation Grants	0	0	500,000	0	500,000	350,000	444,000
Program and Event Sponsorships	359,800	60,000	0	0	419,800	340,000	371,711
Programs and Events	363,200	0	0	0	363,200	100,000	38,592
Other / Miscellaneous	100,000	5,000	0	0	105,000	102,000	77,475
<b>Public Funding</b>							
Local Government Funding	2,515,000	0	0	0	2,515,000	2,539,400	2,464,380
<b>TOTAL REVENUE</b>	<b>8,074,500</b>	<b>725,000</b>	<b>1,212,000</b>	<b>0</b>	<b>10,011,500</b>	<b>9,459,400</b>	<b>9,155,521</b>
<b>EXPENSES</b>							
Business Development	1,998,700	0	0	0	1,998,700	2,607,400	1,929,790
Marketing, Communications & Film Commission	1,788,000	0	0	0	1,788,000	841,000	984,833
Branding Campaign	2,059,500	0	0	0	2,059,500	1,660,000	1,684,704
Public Policy & Advocacy Programs	870,900	0	0	0	870,900	604,000	571,342
A.R.T. / Transportation	326,400	0	0	0	326,400	341,000	230,094
Investor Relations	950,100	0	0	0	950,100	957,000	827,634
Chamber Programs	0	643,300	0	0	643,300	740,000	692,381
Research & Regional Leadership Programs	0	0	1,085,100	0	1,085,100	1,094,000	927,050
G&A	302,300	125,000	100,000	0	527,300	515,000	705,193
<b>TOTAL</b>	<b>8,295,900</b>	<b>768,300</b>	<b>1,185,100</b>	<b>0</b>	<b>10,249,300</b>	<b>9,359,400</b>	<b>8,553,021</b>
<b>NET INCOME / (LOSS)</b>	<b>(221,400)</b>	<b>(43,300)</b>	<b>26,900</b>	<b>0</b>	<b>(237,800)</b>	<b>100,000</b>	<b>602,500</b>

The proposed budget for FY 2018-19 contains \$350,000 in "non-recurring, one time" investments in a comprehensive redesign of the website and communications platform as well as a Customer Relationship Management (CRM) software solution. Both of these items were originally discussed during the merger integration process, but delayed until departments were fully staffed and final needs assessments could be completed.



**Exhibit “B”**

**Targeted Industries**

APPROVED



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**ORANGE COUNTY, FLORIDA**  
**and**  
**ORLANDO ECONOMIC PARTNERSHIP, INC.**  
**AGREEMENT RELATED TO AN**  
**INDUSTRIAL DEVELOPMENT AUTHORITY**  
**FISCAL YEAR 2018-2019**

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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, a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the “Partnership.”

**RECITALS**

The Agency and the Partnership wish to document the terms and conditions of an agreement regarding the rights and obligations between the Partnership and the Agency with respect to the Partnership’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**

The Partnership 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 the Partnership 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, the Partnership 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, the Partnership 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: *Teri Dalchanda*  
Teresa Jacobs  
Orange County Mayor  
DATE: 11.13.18

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

By: *Lakela Lewis*  
for Deputy Clerk

**ORLANDO ECONOMIC PARTNERSHIP,  
INCORPORATED**

BY: *Tim Giuliani*  
Tim Giuliani  
President and CEO

DATE: 10/18/18

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18 day of October 2018, by Tim Giuliani President and CEO Orlando Economic Partnership, Inc. He 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 18 day of October, 2018.

Elizabeth Chiarello  
Notary Public, State of Florida

Printed Name: Elizabeth Chiarello  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

