

**FISCAL YEAR 2014-2017 MASTER AGREEMENT FOR ECONOMIC
DEVELOPMENT SERVICES BETWEEN THE
ECONOMIC DEVELOPMENT COMMISSION OF MID FLORIDA, INC.
D/B/A METRO ORLANDO ECONOMIC DEVELOPMENT COMMISSION
AND
THE CITY OF ORLANDO**

THIS FISCAL YEAR 2014-2017 MASTER AGREEMENT for economic development services (the "Agreement") is entered into as of this _____ day of _____, 2014 by and between the City of Orlando, Florida, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City," and the Economic Development Commission of Mid Florida, Inc. d/b/a METRO ORLANDO ECONOMIC DEVELOPMENT COMMISSION, a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the "EDC."

RECITALS

1. The City finds that providing information, data, marketing and advertising services by the EDC to promote the City as a location for business and economic development opportunities serves a valid public purpose under the laws of Florida.
2. The EDC 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 City desires to contract with the EDC to perform such services for the benefit of the City.
3. The City finds that the EDC is performing services that enhance services rendered by the City. The City further finds that the EDC is not the alter ego of the City, but the EDC is an independent contractor being paid for certain services to the City.
4. The EDC was created pursuant to those certain Articles of Incorporation dated October 7, 1977, and has been providing the services described herein generally to local governments in Central Florida for over 35 years.
5. The EDC's vision is to champion a more prosperous and diverse economy and its mission is to aggressively attract, retain and grow jobs for the Metropolitan Orlando region. The City agrees that the EDC's pursuit and attainment of this vision and mission are in the best interest of the City.

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

1. Services to be Performed. The EDC shall provide the following services:

- a. Promote the City as a location for business operations, economic development, branding and employment through its local, national and international marketing campaigns and report monthly to the City's Department of Economic Development on activities specific to the City on this service.
- b. Serve as an information source and point of contact for realtors, developers, corporations, site-selection consultants, management consultants, entrepreneurs, and other representatives interested in economic development. Coordinate this service with the City's Economic Development Department (or other City department or office as the City may designate from time to time).
- c. Provide the City with information regarding any matters that could adversely impact the City'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 real estate and property data and provide it to interested parties and the City's Economic Development Department as requested.
- e. Promote the City to the motion picture and television industry as a location for production. The EDC will coordinate permitting activity with the City staff so as to expedite the needs of producers and directors to the extent requested by a motion picture or television business.
- f. Monitor and assist in the retention and expansion of local business and report monthly to the City's Economic Development Department on activities specific to the City on this service.
- g. Coordinate with City 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 City.
- j. Provide complimentary admission to EDC events within the region for up to ten designated persons selected by the City, including but not limited to, the mayor, city commissioners, the city administrator/manager, deputy city administrator/manager, and one economic development staff representative. EDC 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.

k. Assist the City with initiatives related to the economic development of the City and the region.

l. Support the City's business community through sponsorship of two missions within the fiscal year. The Mayor, or his designee, will authorize who will represent the City on the EDC Leadership Mission and on a global business development mission that aligns with target industry sectors and markets as outlined in the EDC's strategic plan of work.

m. Provide a standardized format that the City will utilize to respond to leads or prospects referred by the EDC.

n. Notify the City of any and all Enterprise Florida generated business attraction and retention leads within the City, in a professional and timely manner and provide ample time for response

o. Create professional photography and videography of the City's key assets.

p. Develop new collateral materials specific to the City of Orlando.

q. Provide the City a dedicated landing page/section on the EDC new website.

2. Business Plan and Budget (the "Business Plan"). The EDC shall adopt a Business Plan for each year this Agreement is in effect. The Business Plan must set forth, among other things, the EDC'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 2014-2015 Business Plan is attached to and incorporated into this Agreement as Exhibit "A" and each Business Plan adopted by the EDC and submitted to the City for the next two years shall also be deemed incorporated into this Agreement for the appropriate contract term year, so long as this Agreement remains in effect.

The EDC shall use commercially reasonable and best efforts to achieve the goals, plans and objectives set forth in the Business Plan. The City further agrees that the performance targets, benchmarks and metrics set forth in the Business Plan may be modified or adjusted by the EDC Board of Directors, as it deems necessary or appropriate. The EDC shall notify the City's RED Team Representative of such modifications and/or adjustments.

The City and the EDC support and accept the performance metrics in the 2014-2015 Business Plan. The EDC agrees to submit annually its Business Plan for each subsequent year during the term of this Agreement to the City's Economic Development Department for approval. The EDC Board will conduct an evaluation of performance annually and report said results to the City, including impacts and benefits to the City. The City will provide input into the establishment of the EDC's performance metrics via the Regional Economic Developers (RED) Team and through the EDC Board approval process.

The EDC will inform the City's RED Team Representative in the event performance targets or benchmarks set forth in the Business Plan are not met. The EDC and the City'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 EDC will make revisions to its Business Plan, as it deems appropriate.

The EDC shall develop revisions to the Business Plan in a timely manner otherwise the City may withhold payment until the Business Plan is revised.

3. **Staff, Facilities and Equipment.** The EDC shall notify the City 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. Failure to notify the City of any such deficiencies, or to adequately provide the services described above, shall be a breach of this Agreement and a ground for termination. The determination of whether services have not been adequately provided shall be made upon majority vote of the City's governing board after notice to the EDC and an opportunity to be heard.

4. **Payments.** For the term of this Agreement, the City shall pay to the EDC a total sum equal to \$1.75 per capita fair share, based upon the city's current year's population as determined by the University of Florida's Bureau of Economic and Business Research (the "Annual Fee"). The EDC has the right to increase or decrease the Annual Fee annually based on population changes within the City, but only upon mutual consent of the parties as expressed in writing. The \$1.75 per capita fair share will not change within the term of this Agreement.

The Annual Fee will be payable by the City to the EDC in four equal quarterly installments. The City will make the first quarterly payment within thirty (30) business days of the execution of this Agreement and receipt of the EDC's invoice by the City. The City shall make subsequent quarterly payments on a quarterly basis within thirty (30) business days following the receipt of the EDC'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 12(b) of this Agreement.

The EDC 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.

The financial support in this Agreement includes, but is not limited to, International Affairs, branding and BRAC initiatives.

5. **EDC as the Regional Economic Development Organization.** The City agrees to recognize the EDC as its officially designated regional economic development organization for regional marketing, business attraction and client handling. The City further agrees to notify

Enterprise Florida, Inc. (“EFI”) that the EDC is its official regional economic development organization for receipt and coordination of EFI generated business and industry attraction leads and follow-up activities.

6. City Responsibilities. The City agrees as follows:

(a) To employ and designate an economic development officer to act as a primary liaison to the EDC and to serve as a representative on the RED Team.

(b) To advance economic development projects within the city limits in conjunction with the EDC and support economic development initiatives important to the Central Florida region.

(c) To support the EDC’s efforts by informing the EDC of any City related economic development strategies or priorities as an input to the EDC’s annual planning process

(d) To participate in the EDC and RED team planning process to help ensure that the EDC’s Regional Economic Development (RED) plan incorporates the City’s priorities.

(e) To have a representative from the City attend the EDC’s Board meetings.

(f) To work with the EDC to improve the City’s competitiveness and market readiness to support growth and expansion of the targeted industries as identified for the City in Exhibit “B.”

7. Annual Audit. The EDC shall obtain an annual financial audit by an independent accounting firm and provide a copy to the City each year. The audit will be conducted at no expense to the City.

8. Anti-lobbying Clause.

(a) City funds shall not be used to lobby or influence the decisions of the City or the governing body or any other local-government entity in the State of Florida.

(b) The EDC shall not lobby the state legislature or attempt to influence legislative decision-making inconsistent with the legislative priorities adopted by the City without the City’s prior written consent.

9. Term of Agreement; Renewal. The term of this Agreement shall be for a three-year term beginning on October 1, 2014 and ending on September 30, 2017.

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 City shall pay for services rendered by the EDC through the date of termination.

If payments are made to the EDC before services are rendered, the EDC shall refund to the City 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:

EDC: President and Chief Executive Officer
Metro Orlando Economic Development
Commission
301 E. Pine Street, Suite 900
Orlando, FL 32801

CITY: _____ Economic Development
Director (with copy to the City Attorney's Office) 400 S. Orange Avenue, 6th
Floor, Orlando, FL 32802

12. Records and Reporting. The EDC shall keep orderly and complete records of its accounts and operations. The EDC shall maintain a system of internal controls adequate to safeguard and ensure proper use of governmental and other funds that it may receive. The City shall have the right to audit these records from time to time for compliance by the EDC with the terms, conditions, obligations, and requirements of this Agreement. The City shall have full access to all records, documents, and information, whether on paper or electronic media, of the EDC necessary to perform this review except for those records which are held by the EDC 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 EDC 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 EDC is an independent contractor not acting as the alter ego of the City, nor is it authorized to commit the City or its funds to any agreement. The EDC is being paid for certain services rendered as set forth herein. While a member of the City's governing body may serve on the EDC's governing board, the City and the EDC are two separate and autonomous entities. As such, the parties agree that documents and records kept by the EDC are not intended to be subject to the Florida Public Records Law.

b. The EDC shall maintain all program records related to the services provided under this Agreement and submit to the City: (a) periodic reports (at least monthly) regarding the activities of the EDC pursuant to this Agreement, and (b) quarterly program reports which outline the progress of the EDC towards the goals and targets described in the EDC's Business Plan and this Agreement.

c. Within fifteen (15) business days of the close of each quarter, the EDC will provide to the City a report of the significant activities and accomplishments of the EDC. Specific reference will be made to the EDC's activities and accomplishments within the City.

Progress will be measured against the published goals, plans, and initiatives of the EDC as stated in its Business plan. These reports shall be accompanied by "Assessing the Degree of EDC Involvement" forms (attached hereto as Exhibit "C") for projects resulting in new job growth and capital investment in the City. The City agrees to pay the EDC every quarter within thirty (30) business days upon receipt of such said reports.

d. In compliance with the Florida Statutes, the EDC will submit an annual report to the City detailing how the funds were spent and the results of the EDC's efforts. This report is required by the Office of Economic & Demographic Research (EDR) and is due January 15th of each year. Once the EDC has submitted the report to the City, the City is required to submit the report to EDR and post a copy of said report on the City's public website.

e. If, when, and to the extent during its activities under this Agreement the EDC acts on behalf of the City, the EDC will be a "contractor" for purposes of Section 119.0701, Florida Statutes. At such times the EDC 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 City 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 City 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 City all the public records in possession of the EDC 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 City in a format that is compatible with the information technology systems of the City.

If the EDC fails during such times to comply with a public records request, the City shall enforce this section in accordance with this Agreement.

13. Indemnity and Insurance.

a. To the fullest extent permitted by law, the EDC will defend, indemnify and hold harmless the City 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.

b. The EDC 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 City. The City shall be specifically included as an additional insured on the EDC's general liability policy.

INSURANCE:

(a) **General.** The EDC shall, at its own cost, procure insurance required under this Section.

(1) The EDC shall furnish the City 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 City, 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, the EDC shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy shall be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that the City 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 City. Until such time as the insurance is no longer required to be maintained by the EDC, the EDC shall provide the City 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 City, the EDC shall, within thirty (30) days after receipt of the request provide the City 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 City, nor failure to disapprove the insurance furnished by the EDC, shall relieve the EDC of its full responsibility for performance of any obligation including the EDC's indemnification of the City 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 EDC shall, as soon as it has knowledge of any such circumstance, immediately notify the City 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 EDC has replaced the unacceptable insurer with an insurer acceptable to the City, the EDC shall be deemed to be in default of this Agreement.

(c) **Specifications.** Without limiting any of the other obligations or liability of the EDC, the EDC 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 EDC and shall be maintained in force until the expiration of this Agreement's term. issued under this Agreement, whichever comes first. Failure by the EDC to maintain insurance coverage within the stated period and in compliance with insurance requirements of the City shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by the City. The amounts and types of insurance shall conform to the following minimum requirements:

(1) **Workers' Compensation/Employer's Liability.**

(A) The EDC's insurance shall cover the EDC 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 EDC 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 EDC 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 EDC's insurance shall cover the EDC 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 EDC (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 EDC 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 EDC's insurance shall cover the EDC 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 EDC (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 EDC 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 EDC 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 EDC pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the City or the City's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of the EDC.

(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 EDC, 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 EDC 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 EDC are personal in nature. The EDC shall not assign any rights or duties under this Agreement to any other party without prior written permission of the City.

c. Indemnity. To the fullest extent permitted by law, the EDC will indemnify and hold harmless the City 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 EDC 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 EDC agrees to comply with all reasonable rules and guidelines prescribed by the City for recipients of funds which are applicable to independent contractors doing business with the City.

(v) The EDC 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 City grants the EDC permission to use City logos the City name, and other City identifiers to promote and/or recognize the City, with the stipulation that the City may at any time require the EDC to obtain written permission from the City for such uses.

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

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

APPROVED as to form and legality,
for the use and reliance of the

City of Orlando, Florida only.
_____, 2014.

Assistant City Attorney
City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced
his/her _____ as identification, and known to me to be the
Mayor/Mayor Pro Tem of the City of Orlando, and acknowledged before me that he/she
executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and
that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2014.

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

ECONOMIC DEVELOPMENT COMMISSION OF MID-
FLORIDA, INC. d/b/a METRO ORLANDO ECONOMIC
DEVELOPMENT COMMISSION

By: _____
Rick Weddle, President & CEO

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me the _____ day of _____, 20__, by Rick Weddle, President & CEO of the Economic Development Commission of Mid-Florida, Inc. d/b/a Metro Orlando Economic Development Commission. 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 _____ day of _____, 2014.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Exhibit “A”

[Business Plan and Budget to be Inserted]

Exhibit “B”

[Targeted Industries to be Inserted]

Exhibit “C”

Assessing the Degree of EDC Involvement Forms to be attached

Exhibit “D”

Supplemental Services

Supplemental services to be provided by the EDC will be under separate agreement at additional costs as agreed on by the City and the EDC.

See Article 1