

**FISCAL YEAR 2018-2019 FUNDING AGREEMENT FOR ECONOMIC  
DEVELOPMENT SERVICES BETWEEN THE  
ORLANDO ECONOMIC PARTNERSHIP, INC.  
AND  
THE CITY OF ORLANDO**

THIS FISCAL YEAR 2018-2019 FUNDING AGREEMENT for economic development services (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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 **ORLANDO ECONOMIC PARTNERSHIP, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the "OEP" or "Partnership."

**RECITALS**

1. On or about January 31, 2017, the Central Florida Partnership, Inc. merged with and into the Economic Development Commission of Mid-Florida, Inc., forming the new corporation, Orlando Economic Partnership, Inc.

2. The OEP unifies our community's strategies to create a more prosperous economy. Through the power of partnerships the OEP strengthens our regional assets and businesses while advocating for regional priorities.

3. The City finds that services provided by the OEP, including but not limited to, providing information, data, marketing and advertising to promote the City as a location for business and economic development opportunities serves a valid public purpose under the laws of Florida.

4. 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 City desires to contract with the OEP to perform such services for the benefit of the City.

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 City as a location for business operations, economic development, branding and employment through its local, national and international marketing campaigns and report quarterly 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 Partnership 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 quarterly reports summarizing business recruitment activity.

i. Manage the Regional Economic Developers ("RED") Team, which shall include at least one representative from the City.

j. Manage and promote the Technology Matching Grant Pilot Program to be funded by the City of Orlando.

k. Provide complimentary admission to Partnership 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. Partnership events include, but are not limited to, the Annual Meeting and Awards Program and the annual Barbeque on the Boulevard networking event.

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

m. 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 Partnership Leadership Mission and on a global business development mission that aligns with target industry sectors and markets as outlined in the Partnership's strategic plan of work.

n. Provide a standardized format that the City will utilize to respond to leads or prospects referred by the Partnership as shown in Exhibit "C".

o. 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.

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

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

r. Provide the City a dedicated landing page/section on the Partnership's website.

s. Provide the City with the opportunity to serve and participate on the Alliance for Regional Transportation and future initiative(s) to address the region's talent pipeline.

t. Form and lead Cluster Working Groups of existing industry for the purpose of building existing clusters, identifying appropriate business climate improvements and targeting economic development (recruitment and retention) efforts.

u. Build an active foreign direct investment (FDI) recruitment program focused on targeted clusters.

**2. Operational Plan and Budget.** OEP shall adopt an Operational Plan (the "Operational Plan" or "Plan") and the Plan must set forth, among other things, 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 Plan shall be deemed incorporated into this Agreement so long as this Agreement remains in effect.

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

The OEP Board will conduct an annual evaluation of performance and report said results to the City, including impacts and benefits to the City. The City 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.

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

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

**3. Staff, Facilities and Equipment.** The OEP 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 OEP and an opportunity to be heard.

**4. Funding.** Under the terms and conditions of this Agreement, the City shall pay the OEP a total sum of Five Hundred Ninety Four Thousand Five Hundred Eighty Nine Dollars and No Cents (\$594,589.00), of which \$494,589 is equal to \$1.77 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"). Of the total funding amount, \$75,000 shall be allocated for special economic development projects and initiatives, to be determined, that benefit the City of Orlando. Of the total funding, \$25,000 shall be allocated to support the work of the Foundation for Building Community. The total sum represents a contribution of \$2.13 per capita (Exhibit A).

**5. Payments.** The funds will be payable by the City to the OEP in four equal quarterly installments of \$148,647.25. The City will make the first quarterly payment within thirty (30) business days of the execution of this Agreement and receipt of the OEP'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 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 12(b) of this Agreement.

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.

The financial support in this Agreement includes, but is not limited to, Foreign Direct Investment, branding, transportation, talent pipeline and research initiatives.

**6. OEP as the Regional Economic Development Organization.** The City agrees to recognize OEP 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 OEP is its official regional economic development organization for receipt and coordination of EFI generated business and industry attraction leads and follow-up activities.

**7. City Responsibilities.** The City agrees as follows:

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

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

(c) To support OEP’s efforts by informing OEP of any City related economic development strategies or priorities 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 (RED) plan incorporates the City’s priorities.

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

(f) To work with OEP 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”.

**8. Annual Audit.** The OEP shall obtain an annual financial audit by an independent accounting firm and provide a copy to the City. The audit will be conducted at no expense to the City.

**9. 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 OEP 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.

**10. Term of Agreement; Renewal.** The term of this Agreement shall begin on October 1, 2018 and ending on September 30, 2019

**11. 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 OEP through the date of termination. If payments are made to the OEP before services are rendered, OEP shall refund to the City all excess money paid for services which would have been rendered after the date of termination.

**12. 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 Partnership, Inc.  
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, 6<sup>th</sup> Floor  
Orlando, FL 32802

**13. Reporting Requirements.** 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 City 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 City 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. 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. OEP 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. OEP is being paid for certain services rendered as set forth herein. While a member of the City's governing body may

serve on OEP's governing board, the City and OEP are two separate and autonomous entities. As such, the parties agree that documents and records kept by OEP are not intended to be subject to the Florida Public Records Law.

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

c. Within fifteen (15) business days of the close of each quarter, OEP will provide to the City 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 City. Progress will be measured against the published goals, plans, and initiatives of OEP as stated in its Operational 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 City. The City agrees to pay the OEP every quarter within thirty (30) business days upon receipt of such said reports.

d. In compliance with the Florida Statutes, OEP will submit an annual report to the City detailing how the funds were spent and the results of OEP's efforts. This report is required by the Office of Economic & Demographic Research (EDR) and is due October 15, 2019. Once OEP 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.

**14. Public Records.** The Partnership understands that by virtue of this Agreement it may be a "Contractor" as defined by section 119.0701, Florida Statutes, and as such, may be subject to and required to comply with same. Further, if, when and to the extent the Partnership acts on behalf of the City, the Partnership shall comply with all applicable provisions of the Chapter 119, Florida Statutes, and specifically shall:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida 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 for the duration of the contract term and following completion of the contract if the Partnership does not transfer the records to the City.

(d) Upon completion of the contract, transfer, at no cost, to the City all the public records in possession of the Partnership or keep and maintain public records required by the City to perform the service. If the Partnership transfers all public records to the City upon completion of the contract, the Partnership shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Partnership keeps and maintains public records upon completion of the contract, the Partnership shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) If the Partnership does not comply with a public records request, the City shall enforce the contract provisions in accordance with the Agreement.

## **15. Indemnity and Insurance.**

a. To the fullest extent permitted by law, OEP 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. 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 City. The City shall be specifically included as an additional insured on OEP's general liability policy.

### **INSURANCE:**

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

(1) OEP 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, OEP 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 OEP, O E P 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, OEP 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 OEP, shall relieve OEP of its full responsibility for performance of any obligation including OEP'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, OEP 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 OEP has replaced the unacceptable insurer with an insurer acceptable to the City, OEP shall be deemed to be in default of this Agreement.

(c) **Specifications.** Without limiting any of the other obligations or liability of OEP, 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 OEP and shall be maintained in force until the expiration of this Agreement's term. Failure by OEP 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 OEP's insurance shall cover 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. 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 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 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 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. 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 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 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, 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 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 OEP 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 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 OEP, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

**16. Miscellaneous Provisions.**

a. **Nondiscrimination.** 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 OEP are personal in nature. Therefore, OEP 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, OEP 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) 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) OEP agrees to comply with all reasonable rules and guidelines prescribed by the City for recipients of funds that are applicable to independent contractors doing business with the City.

(v) 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 City grants OEP permission to use City logos the City name, and other City identifiers to promote and/or recognize the City, with the stipulation that any proposed use of said logos, name, and other identifiers be presented to the City's Communications Director for review and approval.

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

[signatures on the next page]

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Orlando City Clerk

APPROVED as to form and legality,  
for the use and reliance of the  
City of Orlando, Florida only.  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires:

**ORLANDO ECONOMIC PARTNERSHIP, INC.**

By: \_\_\_\_\_  
President/CEO

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Master Agreement was acknowledged before me the \_\_day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is the \_\_\_\_\_ of the Orlando Economic Partnership, Inc. 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires:

# Exhibit "A"

10/4/2017

## Orlando Economic Partnership Public Funding

Proposed 2017-2018 Funding

**DRAFT 2017-18 OEP Base Program Public Funding**  
Same Funding as 2016-2017 with calculations based on 2016 population estimates

**DRAFT (Proposed) 2017-18 OEP Public Funding (5)**  
"Fair Share" Formula - Equalized Total Per Capita Funding including Expanded Branding Program

OEP County and City Funding Partners	(1) Population 2016 Estimate	Population Increase	% of Total Region	(2) Base Program Funding	Per Capita Amounts	% of Base Funding	(3) 2% Base Increase Program Funding	(4) Branding Funding	(5) Foundation for Building Community Funding	(6) 2017-18 OEP Total Program	(7) Total Per Capita	Increase from 2016-17 Base	Total Base % Increase
Lake County	323,985	2.3%	14%	\$231,509	\$0.71	13%	\$236,439	\$59,659	\$25,000.00	\$320,798	\$0.913	\$29,630	10.2%
Orange County (3)	1,280,387	2.2%	54%	\$655,420	\$0.51	37%	\$668,528	\$50,000	\$25,000.00	\$1,193,528	\$0.913	\$13,108	1.1%
Osceola County	322,862	4.7%	14%	\$216,445	\$0.67	12%	\$220,774	\$73,999	\$25,000.00	\$319,773	\$0.913	\$29,329	10.1%
Seminole County	449,124	1.4%	19%	\$326,076	\$0.73	18%	\$332,598	\$77,453	\$25,000.00	\$435,050	\$0.913	\$31,522	7.8%
<b>Four County Totals</b>	<b>2,376,358</b>		<b>100%</b>	<b>\$1,429,450</b>	<b>\$0.60</b>	<b>80%</b>	<b>\$1,458,039</b>	<b>\$711,111</b>	<b>\$100,000.00</b>	<b>\$2,269,150</b>	<b>\$0.913</b>	<b>\$103,589</b>	<b>4.8%</b>
City of Orlando*	271,752	3.3%	11%	\$349,077	\$1.28	20%	\$431,059	\$138,530	\$25,000	\$594,589	\$1.820	\$106,982	21.9%
<b>Overall Totals</b>	<b>2,648,110</b>			<b>\$1,778,527</b>	<b>\$0.67</b>	<b>100%</b>	<b>\$1,889,097</b>	<b>\$849,641</b>	<b>\$125,000</b>	<b>\$2,863,739</b>	<b>\$1.08</b>	<b>\$210,571</b>	<b>8.0%</b>

(1) April 1, 2016 estimates: Source: University of Florida, Bureau of Economic & Business Research

(2) Per approved FY 2016-17 EDC Budget

(3) Orange County budget guidelines letter received 02.17.17 sets FY 2016-2017 Funding at \$668,528 for a 2% increase.

(4) Branding Funding changed depending on per capita; see note (7)

(5) Annual request for Foundation for Building Community (previous support foundation of Central Florida Partnership/Orlando Regional Chamber of Commerce, Polk and Brevard County also contribute \$25,000 each)

(6) Draft or proposed public funding levels based on Fair Share Per Capita funding of 2% base increase, branding funding, and allocation for Foundation for Building Community (501c3) Funding

(7) Per Capita of .913 for Lake, Osceola, Seminole based on Orange County per Capita

\*City of Orlando's base funding includes additional \$75,000 for special economic development projects/initiatives to benefit the City of Orlando



# Exhibit "B"

## Targeted Industry Info



# Exhibit "C"

## Assessing the Degree of OEP Involvement Form

PROJECT:

CATEGORY ASSIGNED:

The following marked category defines the Orlando Economic Partnership's role in minimizing issues, concerns, and barriers in a proactive approach to attracting this company:

### CATEGORY 1 - MAXIMUM ROLE IN SUCCESSFULLY COMPLETING PROJECT

- Coordinating and facilitating ten or more client interactions, by phone, email or in person, on issues such as:
  - Permitting, federal, state and local
  - Incentives, state and local, prior to decision to relocate or expand
  - Financing, including Industrial Revenue Bonds
  - Labor, training, and education
  - Cooperating agencies, such as Enterprise Florida, cities/counties
  - Providing assistance to relocating families
- Coordinating and facilitating tour of sites to relocate or expand on
- Coordinating and facilitating client visits to local employers and/or vendors
- Responding to a formal "Request for Proposal/Information"
- Assisting with special legislative action in Tallahassee or Washington DC
- Other assistance \_\_\_\_\_

### CATEGORY 2 - EXTENSIVE ROLE IN SUCCESSFULLY COMPLETING PROJECT

- Coordinating and facilitating three or more client interactions, by phone, email or in person, on issues such as:
  - Permitting, federal, state and local
  - Incentives, state and local, prior to decision to relocate or expand
  - Financing, including Industrial Revenue Bonds
  - Labor, training, and education
  - Cooperating agencies, such as Enterprise Florida, cities/counties
- Coordinating and facilitating client visits to local employers and educational providers
- Responding to a formal "Request for Proposal/Information"
- Other assistance \_\_\_\_\_

### CATEGORY 3 - MODERATE ROLE IN SUCCESSFULLY COMPLETING PROJECT

- Coordinating and facilitating one or two client interactions, by phone, email or in person, on issues such as:
 

<ul style="list-style-type: none"> <li><input type="checkbox"/> Permitting</li> <li><input type="checkbox"/> Incentives and financial</li> <li><input type="checkbox"/> Labor, training, and education</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Cooperating agencies</li> <li><input type="checkbox"/> Assisting relocating families</li> </ul>
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- Providing customized information such as:
 

<ul style="list-style-type: none"> <li><input type="checkbox"/> Demographics</li> <li><input type="checkbox"/> Financial</li> <li><input type="checkbox"/> Labor, training and education</li> <li><input type="checkbox"/> Real Estate</li> <li><input type="checkbox"/> Utilities</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Quality of Life</li> <li><input type="checkbox"/> Industry and Commerce</li> <li><input type="checkbox"/> Other assistance _____</li> </ul>
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- Responding to a formal "Request for Proposal/Information"

### CATEGORY 4 - MINIMAL ROLE IN SUCCESSFULLY COMPLETING PROJECT

- Having one contact with a client and providing off-the-shelf information, either by phone, fax, e-mail, or mail on issues such as:
 

<ul style="list-style-type: none"> <li><input type="checkbox"/> Permitting</li> <li><input type="checkbox"/> Incentives</li> <li><input type="checkbox"/> Training</li> <li><input type="checkbox"/> Referrals</li> <li><input type="checkbox"/> Real estate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Labor</li> <li><input type="checkbox"/> OEP Website</li> <li><input type="checkbox"/> Other assistance _____</li> </ul>
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- Demographics

Project Handler:

Project Number:

Date Established:

**APPROVALS**

Project Manager: \_\_\_\_\_ Date \_\_\_\_\_

VP, Business Development: \_\_\_\_\_ Date \_\_\_\_\_

Sr. VP., Business Development: \_\_\_\_\_ Date \_\_\_\_\_