

**MASTER SERVICES AGREEMENT
ORLANDO ECONOMIC PARTNERSHIP, INC.
FISCAL YEAR 2026-2028**

THIS MASTER SERVICES AGREEMENT (“Agreement”), is entered into as of this _____ day of _____, 2025, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the “COUNTY”) and **ORLANDO ECONOMIC PARTNERSHIP, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, whose primary address is 200 South Orange Avenue, Suite 200, Orlando, Florida, 32801 (hereinafter referred to as the (“PARTNERSHIP”).

W I T N E S S E T H:

WHEREAS, COUNTY finds that providing information, data, marketing and advertising services by PARTNERSHIP to promote Seminole County as a location for businesses and economic development opportunities serves a valid public purpose under the laws of the State of Florida; and

WHEREAS, PARTNERSHIP 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 full-time professional staff to accomplish its mission, and COUNTY desires to contract with PARTNERSHIP to perform such services for COUNTY; and

WHEREAS, COUNTY finds that PARTNERSHIP is performing services that are not rendered by COUNTY. COUNTY further finds that PARTNERSHIP is not the alter ego of COUNTY, but PARTNERSHIP is an independent contractor being paid for certain services of COUNTY; and

WHEREAS, the Economic Development Commission of Mid-Florida, Incorporated, a legacy organization preceding the Orlando Economic Partnership, was created pursuant to those certain

Articles of Incorporation dated October 7, 1977, and has been providing the services described herein for over thirty (30) years to local governments in Central Florida.

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

Section 1. Services to be Performed.

(a) PARTNERSHIP shall provide the following services:

(1) Promote COUNTY as a location for business operations, economic development, branching and employment through its local, national and international marketing campaigns. Proof of this promotion will be required in an annual report and may include but is not limited to: PDFs or other digital files of print collateral, screenshots of online-available collateral and/or email campaigns. The promotional materials provided must showcase information and/or graphics of Seminole County logos, taglines or other County-specific assets.

(2) Notification of leads, projects, and business intelligence for COUNTY.

(A) Following initial communication of interest in COUNTY and with consent of the prospective business, all meetings, conferences calls, tours, and relevant communications related to Seminole County opportunities, including those with prospective businesses, current businesses, business retention and expansion interviews, events, and business intelligence that could impact COUNTY's ability to attract or retain business shall include a representative of the Office of Seminole County Economic Development. If COUNTY Economic Development representative cannot attend due to short notice, PARTNERSHIP must notify the COUNTY Economic Development representative as soon as possible thereafter with a summary of the meeting/call/tour while honoring Florida Statute 288.075, Confidentiality of Records, when a business owner/representative requests said confidentiality in writing. Proof of initial communications

with County potential leads shall be provided in quarterly reports and may include: PDFs of email communications or short, written summaries of phone calls/web conferences between OEP and interested parties. Summaries should include feedback on Seminole County specifically, whether in favor of locating in the County or reasons for lack of interest in further pursuit of locating within the County. Once a determination of location is shared with PARTNERSHIP by the business owner/representative, notification of the location chosen, whether within or outside of Seminole County, must be provided to the County Economic Development representative.

(B) Once a determination of location is shared with PARTNERSHIP by the business owner/representative, notification of the location chosen, whether within or outside of Seminole County, must be provided to the County Economic Development representative.

(3) Provide quarterly reports to COUNTY in a mutually agreed upon format as outlined in this agreement, which shall include:

- (A) COUNTY specific pipeline/project leads;
- (B) Percentage of project leads for COUNTY as compared to the region;
- (C) COUNTY specific information related to: projects established, new jobs created, businesses retained, capital investment, technical assists, lead generation, project comparisons (year-over-year), average wage, content created, and media metrics.

(4) Provide an annual update at a Board of County Commissioners meeting, to be scheduled through the Director of Economic Development and Tourism. Annual update shall include Seminole County 12-months past performance metrics, future projects leads/pipeline (while honoring Section 288.075, Confidentiality of Records, Florida Statutes) and regional efforts for which PARTNERSHIP is advocating, such as transportation, infrastructure, workforce, affordable housing,

development, and all other programs and initiatives that are regional in scope.

(5) Provide one-on-one quarterly briefing to Commissioners for those that request a briefing. PARTNERSHIP representatives shall work through the Director of Economic Development and Tourism to schedule briefings, which may be in-person or virtual.

(6) Provide exposure and marketing of Seminole County's office and industrial real estate through a GIS-enabled commercial property search feature on PARTNERSHIP's website. Serve as an information source and point of contact for realtors, developers, corporations, management consultants, site selection consultants, and other representatives interested in economic development.

(7) Provide COUNTY with information regarding any matters that could adversely impact COUNTY's ability to attract or retain business.

(8) Serve as resource for economic development data, including demographics, commercial/residential properties, market data, and marketing and advertising expertise. Meet with representative from COUNTY Economic Development annually to discuss data and information services available to COUNTY through PARTNERSHIP.

(9) Promote Seminole County to the motion picture and television industry as a location for production. In that capacity, PARTNERSHIP will coordinate permitting activity with COUNTY staff so as to expedite the needs of producers and directors. All permitting must comply with the Seminole County Code of Ordinance. COUNTY is responsible for providing appropriate staff contact(s) within COUNTY to PARTNERSHIP on an annual basis, or when contact(s) change. PARTNERSHIP is responsible for ensuring COUNTY Economic Development representative is aware of permitting activity by copying COUNTY Economic Development representative on all electronic communications. Production leads shall be chronicled in the annual report delivered to the COUNTY,

including but not limited to the following details: organization name, location of organization headquarters, genre of filmed production, assets and attributes sought for filming, and a brief summary of why the production did or did not take place in Seminole County.

(10) Coordinate with staff of COUNTY, as well as with other business and trade groups, to achieve cooperation and communication on business and economic development matters.

(11) Provide for a COUNTY Commissioner to serve on PARTNERSHIP's Board of Directors.

(12) Each Seminole County Commissioner will receive OEP's monthly Metropolitan Statistical Area Market Update. The PARTNERSHIP's MSA Market Update contains OEP's Market Intelligence team's signature monthly assessment of current economic conditions in the four-County Orlando Metropolitan Statistical Area (MSA). The Market Update draws from the most recent economic data and local intelligence available at time of preparation.

(13) Support the COUNTY in person via at least monthly, regular visits by the PARTNERSHIP to the COUNTY's Heathrow office for Economic Development Updates, as well as to visit County-based assets and gain a local perspective.

(14) Support the COUNTY's business community through sponsorship of an attendee to the Executive Leadership Mission (ELM) each fiscal year. The Chair, or their designee, will represent the County for the ELM trip.

(15) Provide complementary admission to the Partnership's Signature Events within the region for up to ten designated persons selected by the COUNTY. PARTNERSHIP signature events include, but are not limited to, the Annual Dinner and Awards Program and the Annual Barbeque networking event.

(b) PARTNERSHIP has created a three-year mission (“OEP Business Plan”) outlining the desired objectives and key results. A copy of this tactical plan, which shall include metrics and measurable goals, is attached hereto as Exhibit A and incorporated herein by reference. PARTNERSHIP agrees to use its commercially reasonable efforts to attain such goals and targets in connection with the performance of the services described in Section 1, above.

(c) PARTNERSHIP shall notify 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. Failure to notify COUNTY 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 COUNTY's governing board after notice to PARTNERSHIP and an opportunity to be heard.

Section 2. Payment.

(a) COUNTY hereby agrees to pay PARTNERSHIP up to a total maximum sum of ONE MILLION TWO HUNDRED NINETEEN THOUSAND FOUR HUNDRED SEVENTY AND 00/100 DOLLARS (\$1,219,470.00) for the services provided pursuant to this Agreement, as follows:

(1) COUNTY shall pay to PARTNERSHIP the sum of FOUR HUNDRED SIX THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS (\$406,490.00) (“Fiscal Year 2026 Fee”) for the COUNTY’s Fiscal Year 2026 (October 1, 2025 – September 20, 2026). The Fiscal Year 2026 Fee will be payable by COUNTY to PARTNERSHIP in four (4) equal quarterly installments. COUNTY shall make the first quarterly payment within fifteen (15) business days of

execution of this Agreement and receipt of PARTNERSHIP's quarterly invoice. Said quarterly invoices shall be submitted contemporaneously with or after the submission of quarterly activity reports as described in Section 1.(a)(3) of this Agreement.

(2) COUNTY shall pay to PARTNERSHIP the sum of FOUR HUNDRED SIX THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS (\$406,490.00) ("Fiscal Year 2027 Fee") for the COUNTY's Fiscal Year 2027 (October 1, 2026 – September 20, 2027). The Fiscal Year 2027 Fee will be payable by COUNTY to PARTNERSHIP in four (4) equal quarterly installments. PARTNERSHIP shall submit quarterly invoices contemporaneously with or after the submission of quarterly activity reports as described in Section 1.(a)(3) of this Agreement.

(3) COUNTY shall pay to PARTNERSHIP the sum of FOUR HUNDRED SIX THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS (\$406,490.00) ("Fiscal Year 2028 Fee") for the COUNTY's Fiscal Year 2028 (October 1, 2027 – September 20, 2028). The Fiscal Year 2028 Fee will be payable by COUNTY to PARTNERSHIP in four (4) equal quarterly installments. PARTNERSHIP shall submit quarterly invoices contemporaneously with or after the submission of quarterly activity reports as described in Section 1.(a)(3) of this Agreement.

(4) The Fiscal Year 2026 Fee, Fiscal Year 2027 Fee, and Fiscal Year 2028 Fee (collectively "Fiscal Year Fees") may be changed during the term of this Agreement, but any change must be by mutual consent of the parties as expressed in writing. Furthermore, the Fiscal Year Fees are subject to appropriation by the Seminole County Board of Commissioners annually.

(b) PARTNERSHIP 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.

Section 3. Term of Agreement, Termination and Notice.

(a) The term of this Agreement shall be October 1, 2025, through September 30, 2028, notwithstanding the dates this Agreement is executed by the parties.

(b) Prior to appropriation of funding for services in fiscal years beyond Fiscal Year 2026 (October 1, 2025 – September 20, 2026), the COUNTY will review a set of performance metrics by which satisfaction of the terms of this Agreement may be measured. Performance metrics included are as defined by PARTNERSHIP and approved by COUNTY.

(c) Either party may terminate this Agreement thirty (30) days after receipt by the other party of notice of intent to terminate. In the event of termination, COUNTY shall pay for services rendered by PARTNERSHIP to the date of termination. If payments are made to PARTNERSHIP before services are rendered, PARTNERSHIP shall refund to COUNTY all excess money paid for services which would have been rendered after the date of termination.

(d) 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:

For PARTNERSHIP:

President and Chief Executive Officer
Orlando Economic Partnership, Incorporated
200 South Orange Avenue, Suite 200
Orlando, Florida 32801

For COUNTY:

County Manager
Seminole County Services Building
1101 East First Street

Sanford, Florida 32771

with a copy to:

Director
Office of Economic Development and Tourism
1055 AAA Drive
Lake Mary, Florida 32746

Section 4. Assignment. The services to be rendered by PARTNERSHIP are personal in nature. PARTNERSHIP shall not assign any rights or duties under this Agreement to any other party without prior written permission of COUNTY.

Section 5. Indemnity. To the fullest extent permitted by law, PARTNERSHIP will indemnify and hold harmless 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.

Section 6. Insurance.

(a) PARTNERSHIP, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. PARTNERSHIP shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) PARTNERSHIP shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PARTNERSHIP will relieve PARTNERSHIP of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PARTNERSHIP in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PARTNERSHIP.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PARTNERSHIP shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PARTNERSHIP shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PARTNERSHIP or any other party.

(b) General Requirements.

(1) Before commencing work, PARTNERSHIP shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, PARTNERSHIP shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PARTNERSHIP shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by PARTNERSHIP.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Business

Auto Liability, and Cyber Liability policies. Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by PARTNERSHIP pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY’s officials, officers, or employees must be in excess of and not contributing with the insurance provided by PARTNERSHIP.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better 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, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then PARTNERSHIP shall immediately notify COUNTY as soon as PARTNERSHIP has knowledge of any such circumstance and, upon request of COUNTY, 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 PARTNERSHIP has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PARTNERSHIP will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PARTNERSHIP, PARTNERSHIP, at PARTNERSHIP's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by PARTNERSHIP and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) PARTNERSHIP's insurance must cover PARTNERSHIP and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. 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 Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by PARTNERSHIP are as specified in Exhibit C.

(D) If PARTNERSHIP asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, PARTNERSHIP shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including PARTNERSHIP, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PARTNERSHIP's insurance must cover PARTNERSHIP 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If PARTNERSHIP's work, or work under its direction, control, or subcontract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by PARTNERSHIP are as specified in Exhibit C.

(3) Business Auto Liability.

(A) PARTNERSHIP's insurance must cover PARTNERSHIP for those sources of liability which would be covered by Section II 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. Coverage must include owned, non-owned, and hired autos or any auto. In the event PARTNERSHIP does not own automobiles, PARTNERSHIP shall maintain coverage for hired and

non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If PARTNERSHIP'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by PARTNERSHIP are as specified in Exhibit C.

(4) Professional Liability.

(A) If required by Exhibit C, PARTNERSHIP shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, PARTNERSHIP warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If PARTNERSHIP contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then PARTNERSHIP shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PARTNERSHIP are as specified in Exhibit C.

(5) Cyber Liability and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: the rendering of or failure to render technology product and services; multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by PARTNERSHIP or any subcontractor or cloud service provider used by PARTNERSHIP; regulatory action expenses; and breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services with at least the minimum limits as specified herein. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a “claims-made” basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover PARTNERSHIP, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by PARTNERSHIP are as specified in Exhibit C.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting PARTNERSHIP's liability under the provisions of Section 5 concerning indemnification or any other provision of this Agreement.

Section 7. Records and Reporting. PARTNERSHIP shall keep orderly and complete records of its accounts and operations. PARTNERSHIP shall maintain a system of internal controls adequate to safeguard and ensure proper use of governmental and other funds that it may receive. The Seminole County Comptroller (or designee) shall have the right to audit these records from time to time for compliance by PARTNERSHIP 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 PARTNERSHIP necessary to perform this review except for those records which are held by PARTNERSHIP and are deemed confidential and exempt from Section 119.07, Florida Statutes, as may be amended from time to time, and Section 24(a), Article I of the State Constitution, in accordance with Section 288.075(2), Florida Statutes, as may be amended from time to time. PARTNERSHIP shall maintain and keep available all such non-confidential and non-exempt records necessary for audit for five (5) years subsequent to this Agreement.

(a) PARTNERSHIP is an independent contractor not acting as the alter ego of COUNTY, nor is it authorized to commit COUNTY or its funds to any agreement. PARTNERSHIP is being paid for certain services rendered as set forth herein. While a member of COUNTY's governing body may serve on PARTNERSHIP's governing board, COUNTY and

PARTNERSHIP are two separate and autonomous entities. As such, the parties agree that documents and records kept by PARTNERSHIP are not intended to be subject to the Florida Public Records Law to the extent this Agreement is not in conflict with Section 119.07, Florida Statutes, as may be amended from time to time.

(b) PARTNERSHIP shall maintain all program records related to the services provided under this Agreement and submit to COUNTY: (i) quarterly reports outlining the activities of PARTNERSHIP pursuant to this Agreement, and (ii) quarterly program reports which outline the progress of PARTNERSHIP towards the goals and targets more fully described in Section 1 above.

Section 8. Nondiscrimination. PARTNERSHIP 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.

Section 9. Appropriations. This Agreement is subject to the appropriation of fiscal year funding by the Seminole County Board of County Commissioners. PARTNERSHIP acknowledges and understands that the Seminole County Board of County Commissioners has not yet adopted either the COUNTY's Fiscal Year 2026 budget, the COUNTY's Fiscal Year 2027 budget or the COUNTY's Fiscal Year 2028 budget, and that the annual funding allocations for the COUNTY's Fiscal Year 2026, Fiscal Year 2027, and Fiscal Year 2028 budgets as provided for herein are subject to approval by the Seminole County Board of County Commissioners. Seminole County's performance and obligation to perform under this Agreement is wholly contingent upon the appropriation of funds by the Seminole County Board of County Commissioners, and is, consequently, subject to any modification, including the withholding all or part of Seminole County's intended performance or obligation to perform, in Seminole County's sole discretion. Seminole County has the right to terminate this Agreement for non-

appropriation at no cost or liability to County.

Section 10. Other Conditions.

- (a) Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
- (b) This Agreement contains all the terms and conditions agreed upon by the parties.
- (c) PARTNERSHIP 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. PARTNERSHIP agrees to comply with all reasonable rules and guidelines prescribed by COUNTY for recipients of funds which are applicable to independent contractors doing business with COUNTY.

Section 11. Conflict of Interest.

- (a) PARTNERSHIP agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended from time to time, relating to ethics in government or COUNTY's policies and procedures relating to ethics in government.
- (b) PARTNERSHIP hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of PARTNERSHIP to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.
- (c) Pursuant to Section 216.347, Florida Statutes, PARTNERSHIP hereby agrees that

monies received from Agency pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

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

ATTEST:

SCOTT FAGAN
Chief Financial Officer

(CORPORATE SEAL)

ORLANDO ECONOMIC PARTNERSHIP,
INC.

By: _____
TIMOTHY GIULIANI
President and CEO

Date: _____

[Signatures continued on next page.]

ATTEST:

GRANT MALOY

Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

Attachments

- Exhibit A – OEP Business Plan
- Exhibit B – Foreign Country of Concern Affidavit
- Exhibit C – Insurance Requirements

JN

10/27/25

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER,
Chairman

Date: _____

As authorized for execution by the Board of County
Commissioners at its _____, 20____,
regular meeting.

OEP Three-Year Mission

2025–2028 Implementation Plan

Advancing the First Phase of Orlando's 2045 Vision

Purpose

This attachment outlines the three-year implementation plan for the Orlando Economic Partnership (OEP) to advance economic development priorities in Seminole County, aligning with OEP's 2045 vision.

Priority 1: Top 10 Innovation Hub- Targeted Global Economic Development Plan

OEP Role: Lead

Objective

Position the Orlando region as a globally recognized destination for high-value industries including advanced manufacturing, defense, aerospace, semiconductors, and business services.

Strategic Response to National Trends

According to the 2025 Area Development Corporate and Consultant Surveys, companies increasingly prioritize:

- Shovel-ready sites
- Strong infrastructure (power, water, broadband)
- Expedited permitting
- Workforce availability

In response, OEP launched the **Development Initiative for Regional Transformation (DIRT)** to meet these demands.

DIRT Actions

- **Site Identification & Assessment:** Inventory large-scale sites across Seminole County using 150+ data points per site.
- **Enhance Site Readiness:** Coordinate infrastructure improvements (power, roads, water/sewer, fiber) and conduct environmental due diligence to reduce time to market.

- **Permitting & Regulatory Efficiency:** Collaborate with Seminole County and municipalities to streamline approval processes and reduce permitting timelines.
- **Market-Ready Promotion:** Engage national site selectors and companies with a curated portfolio of prioritized, infrastructure-ready locations.
- **Reshoring Opportunities:** Attract major reshoring projects by aligning site development with supply chain demands.
- **Public-Private Investment:** Establish funding partnerships with local governments and developers to upgrade sites.

Additional Targeted Industry Recruitment Tactics

- Launch global industry marketing campaigns focused on "best bet" sectors.
- Create sector-specific industry playbooks.

Local, State & Federal Policy Priorities

- **Local:** Identify opportunities to streamline zoning and permitting across jurisdictions; designate key industrial corridors.
- **State:** Advocate for site development support and strategic workforce investments.
- **Federal:** Leverage CHIPS and Science Act and federal reshoring initiatives to attract advanced manufacturing and semiconductor investments.

Expected Outcomes

- Sites identified, developed, promoted and have prospects engaged
- New jobs created
- New capital investment

Priority 2: A Region of 15-Minute Cities- Transportation Improvements (ex. Seminole County's SCOUT service & Sunshine Corridor)

OEP Role: Supporting

Objective

Support significant investment to improve connectivity, including support for Seminole County's new SCOUT service and implementation of the Sunshine Corridor.

Key Actions

- Develop business-friendly messaging and economic ROI data.
- Conduct public opinion polling.
- Mobilize a business coalition to support SunRail expansion.
- Support state and federal applications for transit expansion.
- Lead delegation trips to Tallahassee and Washington D.C., as necessary

Local, State & Federal Policy Priorities

- **Local:** Maintain regional consensus and support for SunRail expansion.
- **State:** Align with FDOT priorities for multimodal infrastructure and secure matching funds.
- **Federal:** Access federal transportation grants for SunRail and corridor investments.

Expected Outcomes

- Reduction in traffic congestion along high-traffic corridors
- Increase in SunRail ridership
- Improved accessibility to employment opportunities via transit.

Priority 3: The No. 1 Place to Live- Seminole County

OEP Role: Supporting

Objective

- Advance Seminole County's economic development goals through investment promotion, real estate activation, and employer engagement.

Key Actions

- Meet regularly with County leaders.
- Promote placemaking and mixed-use development.

- Support cultural and residential infill projects.
- Attract corporate HQs and high-wage employers.

Local, State & Federal Policy Priorities

- **Local:** Incentivize mixed-use development; enhance safety and cleanliness; enforce design standards.
- **State:** Increase access to Florida Main Street and cultural arts grants; support urban infrastructure.
- **Federal:** Use Opportunity Zones and federal historic preservation tax credits to catalyze redevelopment.

Expected Outcomes

- Attract corporate HQs/ significant office users to Seminole County

Priority 4: The No. 1 Place to Live- Secure Higher Education Funding for High-Demand Industry Needs

OEP Role: Supporting

Objective

Help UCF and Seminole State College secure funding to expand programs aligned with target industries.

Key Actions

- Align business needs with university funding proposals.
- Support legislative agendas and advocacy days.
- Host roundtables with employers and academic leaders.
- Advocate for workforce innovation and apprenticeship grants.
- Influence state and federal funding priorities for engineering, AI, simulation, biotech, and cybersecurity programs.

Local, State & Federal Policy Priorities

- **Local:** Partner with school districts and career academies for early pipelines.

- **State:** Support funding requests through Florida's Board of Governors and DOE.

Expected Outcomes

- Higher ed funding supported
- New degree or credentialing programs created

Orlando Economic Partnership

Supplemental: Targeted Global Economic Development Strategy

2025–2030

Purpose

To position the Orlando region as a premier global destination for high-value industries by aligning site readiness, workforce development, sector marketing, and policy advocacy into a comprehensive economic development strategy.

Strategic Framework

Vision

Establish Orlando as one of the most globally competitive, business-ready regions in North America by 2030.

Mission

To proactively recruit target industry sectors through a globally coordinated approach, enhance site readiness, and leverage policy and workforce tools to accelerate investment.

Core Pillars of the Strategy

1. Industry Targeting & Value Proposition

Priority Sectors:

- **Advanced Manufacturing** (semiconductors, clean tech, electric vehicles)

- **Aerospace & Defense** (launch support, space tech, defense simulation)
- **Business & Professional Services** (back-office HQs, FinTech, AI SaaS)
- **Life Sciences & Biotech** (medical devices, diagnostics, health tech)
- **Logistics & Distribution** (cold storage, e-commerce fulfillment)

Actions:

- Create data-rich **Industry Playbooks** for each sector with KPIs, workforce pipelines, cost comparisons, and testimonials.
- Expand **value proposition messaging** beyond tourism to include innovation, workforce, and infrastructure readiness.
- Develop sector-specific **microsites and media kits** for global outreach.

2. The Development Initiative for Regional Transformation (DIRT)

Goals:

- Identify and promote 50 investment-grade, infrastructure-ready sites across Orange, Osceola, and Seminole counties.
- Build a **GIS-powered Site Database** with detailed assessments including environmental, zoning, utility, transportation, and labor shed data.
- Support infrastructure upgrades for 30% of listed sites through public-private partnerships.

Actions:

- Use 150+ site-readiness criteria to evaluate each parcel.
- Partner with utilities and counties to expedite power, broadband, and permitting improvements.
- Prioritize sites near railroads, highways, airports, and seaports for logistics and accessibility.

3. Business Recruitment Campaigns

Global Markets of Focus:

- Canada, UK, Germany, Israel, Japan, Brazil, and Singapore

Actions:

- Launch 3 **annual outbound trade missions** and host 3 inbound delegations.
- Attend top international expos (Farnborough, BIO, CES, SelectUSA).
- Target company headquarters, site selectors, and U.S. consulates.
- Establish local business ambassador program to tell Orlando's story globally.

Branding:

- Expand and augment "Invest Orlando" global brand platform.
- Promote success stories via international media.

4. Workforce Alignment & Talent Marketing

Actions:

- Partner with UCF, Seminole State College, and CareerSource Central Florida to develop workforce guarantees for major prospects.
- Launch "Talent Ready" programs that co-brand credential pipelines with target industry needs.
- Promote Orlando's affordability, diversity, and quality of life through targeted talent relocation campaigns.

5. Policy & Incentives Alignment

Local Priorities:

- Establish regional industrial zoning overlays.
- Standardize and streamline local incentive packages.

State Priorities:

- Advocate for reinstatement or expansion of Florida's Qualified Target Industry (QTI) program.
- Expand CareerSource grants for high-wage sector training.

Federal Priorities:

- Maximize CHIPS and Science Act funding for semiconductors.
- Align with EDA, DoD, and DOE grant programs for R&D, manufacturing, and energy transition.

Conclusion

This comprehensive strategy serves as the execution arm of Priority 1. It ensures that the Orlando region becomes a top destination for 21st-century industries by aligning land, labor, infrastructure, and leadership around a globally competitive growth agenda.

EXHIBIT B
FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
_____, and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually)
 - b. usually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity*; or
 - c. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of Affiant)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____.
(Insert Name of Affiant)

Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT C
INSURANCE REQUIREMENTS

**MASTER SERVICES AGREEMENT
ORLANDO ECONOMIC PARTNERSHIP, INC.**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Professional Liability:	\$ 1,000,000	Each Claim
	\$ 2,000,000	General Aggregate
E. Cyber Liability	\$ 1,000,000	Per Cyber Incident

~~ End Exhibit C ~~