




Interoffice Memorandum

BCC Mtg. Date: Apr. 5, 2016

AGENDA ITEM

March 17, 2016

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

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

SUBJECT: **April 5, 2016 – Consent Agenda Item**
Approval of Grant Agreement for FY 2016 between Orange County, Florida and Orlando Interactive Experience, Inc. (OrlandoIX)

Funding in the amount of \$20,000 was provided in the FY 2016-17 adopted budget for the Orlando Interactive Experience, Inc. (OrlandoIX). In order to expedite the disbursement of funds, it is required that the Board of County Commissioners approve the grant agreement.

This agreement has been reviewed by the Orange County Attorney's Office.

EU/tp

ACTION REQUESTED: Approval and execution of Orange County, Florida and OrlandoIX FY 2016 Grant Agreement and authorization to disburse \$20,000 as provided in the FY 2016-17 adopted budget.

**ORANGE COUNTY, FLORIDA
AND
ORLANDOIX**

FY 2016 GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 14th day of March, 2016, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), and Orlando Interactive Experience, Inc., a Florida corporation, ("OrlandoIX").

WITNESSETH:

WHEREAS, OrlandoIX has applied to the County seeking funding in support of its five-day technology convention at the Orange County Convention Center showcasing the leading creators in the entertainment technology, interactive media and digital arts industries; and

WHEREAS, the County has determined that OrlandoIX's convention serves a public interest by promoting economic development in Orange County and by highlighting Orange County's burgeoning technology industry, and to that end, the County has appropriated funds to be donated to OrlandoIX for such purposes; and

WHEREAS, the County desires to enter into this Agreement with OrlandoIX whereby OrlandoIX will receive donated funds of the County, subject to the terms and conditions of this Agreement, to offset the operating expenses associated with hosting the OrlandoIX convention; and

WHEREAS, OrlandoIX has available the necessary qualified and trained personnel, facilities, materials, and supplies to host the convention as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing October 1, 2015 and ending September 30, 2016 the total sum of Twenty Thousand and No/100 Dollars (\$20,000.00) ("County Contribution") to be administered to OrlandoIX consistent with **Exhibit "A,"** attached hereto and incorporated herein by this reference. Any portion of the County Contribution not spent or encumbered consistent with **Exhibit "A"** by September 30, 2016 shall be returned to the County. The County Contribution shall be paid to OrlandoIX no later than 45 days following

execution of this Agreement by both parties hereto. Such payment shall be made in one (1) installment and shall be contingent upon the County's satisfactory receipt of a performance and financial report from OrlandoIX upon conclusion of its event at the Orange County Convention Center in October of 2015.

1.2 No portion of the County Contribution shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code of Ordinances, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners ("Board") or the governing body of any other municipality located within Orange County. Furthermore, OrlandoIX agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board, without the prior written consent of the Board or the County Administrator.

Section 2. OrlandoIX's Obligation.

2.1 Representation of OrlandoIX. OrlandoIX represents that it will use its best effort to promote and host its OrlandoIX technology convention at the Orange County Convention Center consistent with the terms and conditions of this Agreement.

2.2 OrlandoIX as Independent Contractor. The parties expressly acknowledge that OrlandoIX is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

2.3 Unlawful Discrimination. OrlandoIX, in performing its obligations under this Agreement, shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation, gender expression/identity, color, age, disability or national origin.

2.4 Accounting. OrlandoIX will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the County Contribution as will be in accordance with generally accepted accounting principles.

2.5 Right to Inspect and Audit Accounts. During the term of this Agreement, OrlandoIX, with respect to the receipt and expenditure of the County Contribution, shall permit County staff and the office of the Orange County Comptroller to inspect and audit OrlandoIX's books and accounts at any time during normal working hours, provided that reasonable notice is given to OrlandoIX prior to any such inspection. Any costs incurred by OrlandoIX as a result of a County audit shall be the sole responsibility of and shall be borne solely by OrlandoIX. In addition, should OrlandoIX provide any or all of the County Contribution to sub-recipients, then OrlandoIX shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.6 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, OrlandoIX shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

2.7 Assignment. OrlandoIX may not assign its rights hereunder, without the prior, written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

2.8 Indemnification. OrlandoIX agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees through all appellate proceedings, of any kind and nature arising or growing out or in any way connected with the performance of this Agreement itself.

Section 3. Term & Termination; Remedies for Default.

3.1 Term and Termination. The term of this Agreement shall commence on October 1, 2015 and shall terminate on September 30, 2016. However, the County may terminate this Agreement, at its sole discretion and with or without cause, upon no less than 15 days written notice to OrlandoIX. Said notice shall be delivered by certified mail or in person to OrlandoIX's business address.

3.2 Events of Default. Each of the following shall constitute an event of default ("Event of Default") on the part of OrlandoIX:

- a. The failure of OrlandoIX to comply with the terms and conditions of this Agreement;
- b. Fraud or material misrepresentation by OrlandoIX with respect to its obligation to administer and disburse the County Contribution consistent with **Exhibit "A."**

3.3 Remedies. Should an Event of Default occur, the County hereby reserves the right to immediately terminate this Agreement. In the event of such termination, the County shall be entitled to recover immediately upon demand from OrlandoIX the entire amount of the County Contribution. The Parties agree that the County shall have the specific rights and remedies set forth in this Agreement. Such rights and remedies are in addition to and cumulative with any and all other rights or remedies, now or hereafter available to the County at law or in equity in order to enforce the provisions of this Agreement. The exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy nor shall any such delay or omission be construed to be a waiver of or acquiescence to any Event of Default. The exercise of any such right or remedy by the County shall not release OrlandoIX from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by OrlandoIX.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.4 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in Orange County, Florida.

4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

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



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
for Orange County Mayor

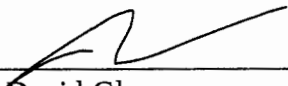
Date: 4.5.16

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk
Clerk/Deputy Clerk of the Board

Clerk/Deputy Clerk of the Board

ORLANDO INTERACTIVE EXPERIENCE, INC.,
a Florida corporation.

By: 

David Glass,
Director

Date: 3/14/2016

EXHIBIT A

PROGRAM (S) FOR WHICH FUNDING IS REQUESTED

OrlandoIX will utilize the County Contribution to offset operating expenses associated with hosting its annual convention held October 3-6, 2016 at the Orange County Convention Center.

SOW includes; convention center services, security, insurance and convention management.

- Orange County Convention Center Services (Turn over labor, Electric, Staging) : \$8,837
- Convention Center Security: \$3,278
- Convention Center Insurance: \$3,455
- Convention Center Show Management Services: \$4,430

Reports and Communications to OrlandoIX:

ATTN: David Glass, Executive Producer
101 S. Garland Avenue, Suite 108
Orlando, Florida 32801

Phone: (321) 800-5001