

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: JANUARY 24, 2013

Contract/Lease Control #: C13-2013-CAO

Bid #: NA Contract/Lease Type: MOU

Award To/Lessee: ENTERPRISE FLORIDA, INC.

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 11/06/2012 BCC APPROVED

Expiration Date: INDEFINITE

Description of Contract/Lease: MOU DESIGNATING EDC AS PRIMARY PARTNER FOR OKALOOSA COUNTY

Department Manager: CAO

Department Monitor: JIM CURRY

Monitor's Telephone #: 850-651-7515

Monitor's FAX # OR E-Mail: JCURRY@CO.OKALOOSA.FL.US

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

REMARKS:

Cc: Finance Dept Contracts & Grants Division

EXHIBIT D

Bcc meeting 10/16/12

CONTRACT & LEASE  
INTERNAL COORDINATION SHEET

Contract/Lease Number: 113-2013-CAO Tracking Number: 501-12  
Contractor/Lessee Name: Enterprise Florida, Inc and EDC of Okaloosa County  
Purpose: MOU To Facilitate Job creation  
Date/Term: indefinite 1. ☐ GREATER THAN \$50,000  
Amount: \_\_\_\_\_ 2. ☐ GREATER THAN \$25,001  
Department: CAO 3. ☐ \$25,000 OR LESS  
Dept. Monitor Name: K Bossi

Purchasing Review

Procurement requirements are met:  
[Signature]  
Contracts & Lease Coordinator

Date: 10/3/12

Risk Management Review

Approved as written:  
[Signature]  
Risk Management Director

Date: 10/3/12

County Attorney Review

Approved as written:  
[Signature]  
County Attorney

HAS BEEN REVISED.  
Subject to REVISIONS.

Date: 10/12/12

Following Okaloosa County approval:

Contract & Grant

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

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

Memorandum of Understanding (MOU)  
Between  
Enterprise Florida, Inc. (EFI), Okaloosa County  
and  
EDC of Okaloosa County

## **I. Background**

Enterprise Florida, Inc. is a 501(c)(3) non-profit corporation. It is not a unit or entity of state government (§288.901(1) F.S.). Enterprise Florida is the principal economic development organization for the State of Florida, designed and structured as a public-private partnership for the express purpose of improving the quality of life for Floridians through the enhancement of the state's economy and economic competitiveness in the global economy (§288.901(2) F.S.).

To facilitate job creation in the most efficient manner Enterprise Florida has established a primary partner approach to distributing lead referrals and coordinating prospect proposals. Each of Florida's 67 counties designates the organization that will be its primary partner contact for Enterprise Florida.

## **II. Purpose of this Memorandum**

1. Allow Florida counties to name the primary partner it designates to receive lead referrals from and work with Enterprise Florida to develop prospect proposal responses; and
2. Facilitate Enterprise Florida's desire to effectively communicate strategies and information with local and regional partners that will maximize their contribution toward the achievement the Florida's economic development goals; and
3. Establishes the parameters for a successful partnership between Enterprise Florida and its primary partner, and outlines general responsibilities to be carried out by both parties.

## **III. Non-Binding Agreement**

This MOU establishes the basic tenets of a collaborative working relationship between Enterprise Florida, Okaloosa County, and its primary partner to create more jobs for Florida, but does not impose a legal obligation on any of the parties signatory to this MOU.

## **IV. Designation Of Primary Partner**

**Okaloosa County** hereby designates **EDC of Okaloosa County** as its primary economic development organization to receive lead referrals from and work with Enterprise Florida to develop prospect proposal responses. By written notice, **Okaloosa County** may change its primary partner designation at any time.

Under this MOU Enterprise Florida and **EDC of Okaloosa County** will maintain their own autonomy while collaborating to increase job creation for the local area, region and state.

## **V. Parties' Roles & Responsibilities**

As the competition for job creation opportunities becomes more intense, Enterprise Florida and **EDC of Okaloosa County** can greatly improve chances of success by performing tasks that coordinates efforts and leverages the strengths of both entities.

**CONTRACT # C13-2013-CAO  
ENTERPRISE FLORIDA, INC.  
MOU DESIGNATING EDC AS PRIMARY PARTNER  
FOR OKALOOSA COUNTY  
EXPIRES: INDEFINITE**

## VI. Partnership

**EDC of Okaloosa County** will share information about Enterprise Florida programs and activities to local constituents, local government, chambers of commerce and other organizations that support local economic development initiatives. This information may be shared through **EDC of Okaloosa County's** website, brochures, pamphlets, area broadcast media, and other appropriate channels.

**EDC of Okaloosa County** agrees to serve as the primary point of contact for Enterprise Florida to supply disaster recovery information and assistance to businesses throughout **Okaloosa County**. This provision in no way preempts any other federal, state, regional, or local agency from providing disaster recovery information throughout Okaloosa County according to such agencies' rules, policies, and procedures.

## VII. Business Development

Enterprise Florida is responsible for generating prospect leads at the state level and disseminating those leads to the primary partner in each county that meets the project's stated criteria for a relocation/expansion site. **EDC of Okaloosa County** will make every effort to connect with Enterprise Florida early in the prospect development phase to maximize Florida's chances of success. Enterprise Florida will provide continuing technical assistance and project support as needed.

1. As mutually agreed, Enterprise Florida will support projects, initiatives and prospect development activities of **EDC of Okaloosa County**. In turn, **EDC of Okaloosa County** will alert Enterprise Florida of said activities and needed assistance with as much advance notice as possible.
2. **EDC of Okaloosa County** agrees to the best of their ability to conduct regular business retention visits with **Okaloosa County** companies to ensure that existing businesses receive the assistance necessary to stay and grow in Florida. Enterprise Florida offers programs and services to assist primary partner with business retention & expansion efforts.
3. Upon request Enterprise Florida will provide **EDC of Okaloosa County** with information and technical assistance on state-level business incentive programs and other resources that support job growth. Working in cooperation with the Florida Department of Economic Opportunity and other agencies, as appropriate, Enterprise Florida will offer advice and guidance to **EDC of Okaloosa County** in completing applications for state incentives programs.
4. **EDC of Okaloosa County** will make every effort to inform Enterprise Florida of job announcements at the earliest opportunity.
5. Enterprise Florida will establish standards for local primary partner responses to prospect inquiries. **EDC of Okaloosa County** agrees to adhere to the established standards and respond "Yes" or "No" about its intent to respond to project referrals.
6. Enterprise Florida regularly produces time sensitive reports, documents and publications on economic development in Florida. **EDC of Okaloosa County** will provide data to Enterprise Florida on a timely basis that support these efforts. Information requested may include data relative to strategies, industries, community assets, trends, analysis, marketing, funding, et.al.

## VIII. Marketing & Communication

1. Enterprise Florida will lead the efforts for statewide economic development marketing, research, advertising and public relations, with input and involvement by primary partners. **EDC of Okaloosa County** agrees to support Enterprise Florida's cooperative marketing programs, when appropriate, including statewide coordinated prospect events, trade missions, and advertising/public relations campaigns.
2. Enterprise Florida is responsible for marketing and branding Florida as a pro-business destination. **EDC of Okaloosa County** is responsible for marketing its respective communities,

defining its economic vision and image, and ensuring that the messaging does not contradict established statewide marketing/branding strategy.

3. **EDC of Okaloosa County** may use the eflorida.com logo on marketing materials, ads and promotional material with prior approval. Use of the logo does not imply that the organization represents EFI or is affiliated in anyway outside of the scope of this agreement. **EDC of Okaloosa County** will provide Enterprise Florida with a courtesy copy of any materials that include the eflorida.com logo.

## IX. Terms of Agreement

This MOU will become effective upon signing by the Board of County Commissioners as well as both Enterprise Florida and **EDC of Okaloosa County** and will remain in force until Enterprise Florida is notified in writing that **Okaloosa County** has appointed a different organization to lead its economic development efforts or is no longer interested in continuing this agreement.

This MOU may be amended by mutual agreement of all parties in writing, except that the appointment of a different partner shall only require written notification by the Board of county Commissioners and written acknowledgement and consent by the new partner.

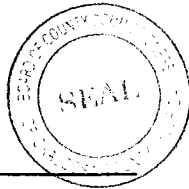
## X. Approvals

Okaloosa County's approving signatory shall be the Chairman of the County Commission or his/her designee.

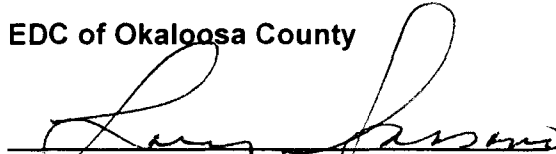
**Okaloosa County**



Don Amunds, Chairman  
Board of County Commissioners  
**Okaloosa County**



**EDC of Okaloosa County**



Larry Sassano, President  
**EDC of Okaloosa County**

Nov. 6, 2012  
Date

October 16, 2012  
Date

**Enterprise Florida, Inc.**

\_\_\_\_\_  
Gray Swoope, President & CEO  
**Enterprise Florida, Inc.**

\_\_\_\_\_  
Date