RESOLUTION

of the

ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS

regarding

ACCEPTING FUTURE MAINTENANCE AND ATTENDANT COSTS IN CONNECTION WITH THE DARDEN RESTAURANTS, INC., TRANSPORTATION PROJECT

Resolution No. 2006-M-67

WHEREAS, the State of Florida Office of Tourism, Trade, and Economic Development, hereinafter referred to as “OTTED,” has determined that physical improvements are necessary to facilitate the economic development of the State of Florida as contemplated in Section 288.063, Florida Statutes, and as set forth in the Economic Development Transportation Fund (“EDTF”) application attached to one certain agreement between Orange County and OTTED, which agreement is attached hereto as Exhibit “A”;

WHEREAS, Orange County is prepared to complete the transportation project described in the OTTED Agreement and the EDTF application; and

WHEREAS, this day Orange County has approved the agreement with OTTED attached hereto as Exhibit “A.”

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:
Section 1. Pursuant to Section 7.0(a) of the OTTED Agreement that is attached hereto as Exhibit “A,” Orange County hereby assures OTTED that it will accept future maintenance and attendant costs after completion of the transportation project described in the OTTED Agreement attached hereto as Exhibit “A”.

Section 2. Effective Date. This resolution shall take effect immediately.

DONE AND RESOLVED this 14th day of November, 2006.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Richard T. Crotty
Orange County Mayor

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

By: Deputy Clerk
STATE OF FLORIDA
OFFICE OF THE GOVERNOR
ECONOMIC DEVELOPMENT TRANSPORTATION TRUST FUND

AGREEMENT

This Agreement (OT06-186) is entered into this _____ day of ________________, 2006, between the State of Florida Office of Tourism, Trade, and Economic Development (OTTED) and Orange County (County) on behalf of Darden Restaurants, Inc. (EDTF Business). OTTED and the County are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

WHEREAS, OTTED has determined that the transportation project described in the Economic Development Transportation Fund (EDTF) Application, incorporated by reference herein and attached as "Exhibit A" and hereinafter referred to as the "Project," is necessary to facilitate the economic development and growth of the State as contemplated by Section 288.063, Florida Statutes; and

WHEREAS, the County is prepared to complete the Project at an estimated total cost of $5,100,000; and

WHEREAS, OTTED is prepared to provide $2,000,000 toward the total project cost of construction of the transportation project described in Section 5.0.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:
1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

STATE OF FLORIDA
OFFICE OF THE GOVERNOR
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT
THE CAPITOL, SUITE 2001
TALLAHASSEE, FLORIDA 32399-0001
FAX: 850/487-3104

ORANGE COUNTY
POST OFFICE BOX 1393
ORLANDO, FL 32802-1393
FAX: 407/836-5879

2.0 ADMINISTRATORS:

The State EDTF Grant administrator is:

 Wynnelle Wilson, Chief Analyst for Policy & Incentives

The County Agreement Administrator is:

 Joseph C. Kunkel, Manager - Orange County Public Works Engineering Division

All approvals referenced in this agreement must be obtained in writing from the parties’ agreement administrators or their designees.

3.0 TERM: The term of this Agreement shall commence upon execution and continue through December 15, 2009, unless terminated at an earlier date as provided herein. Only project costs incurred on or after the effective date of this agreement and on or prior to the termination date of the agreement are eligible for reimbursement.

4.0 COMMENCEMENT: Unless terminated earlier, the construction of the Project shall commence no later than October 15, 2007, and shall be completed on or before December 15, 2008. OTTED shall have the immediate option to terminate this Agreement should the County fail to meet either of the above-required dates.
5.0 PROJECT DESCRIPTION: The Project, identified as Project Number 06-00238, is described as follows and is in connection with the location of facilities by the EDTF Business:

Extend Taft-Vineland Road (T-V) south and west to where it intersects with Central Florida Pkwy, a distance of 2,573 feet from where it dead ends in front of the EDTF Business site, by constructing a four lane road with median its entire length, a canal crossing, and turn lanes. Right and left turn lanes will be constructed from the T-V extension onto Central Florida Pkwy, right and left turn lanes from Central Florida Pkwy onto the T-V extension, and left and right turn lanes from T-V into the EDTF Business facility.

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by OTTED, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. Facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

7.0 RELEASE OF FUNDS: Project funds made available by OTTED shall not be released until the following have been satisfied:

(a) The County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to OTTED;
(b) The County shall certify to OTTED that the EDTF Business referred to in the introductory paragraph of this Agreement has secured the necessary permits, including but not limited to, building permits, and initiated vertical construction of the facilities referenced. If the County fails to provide such certification to OTTED by October 15, 2007, OTTED may, at its discretion, terminate this Agreement;

(c) The County shall verify all invoices, statements, or other related documents duly submitted to the County for pre-audit and approval by the County;

(d) The County shall certify that its adopted local government comprehensive plan is in compliance with Chapter 163, Part II, Florida Statutes, and that any amendments to the adopted plan related to the Project or EDTF Business facility have been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statutes;

(e) The County shall provide to OTTED certification and a copy of appropriate documentation substantiating that all required right-of-ways have been obtained and meet the definition of right-of-way set forth in Section 334.03(22), Florida Statutes; and,

(f) Provide OTTED with written notification of either its intent to:

(i) Award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The County shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the transportation project utilizing existing County employees, if the County can complete said project within the time frame in Section 4.0 of this Agreement.
7.1 **TRANSFER OF FUNDS:** Upon execution of this Agreement by OTTED and upon written request from the County, OTTED will transfer funds to the County to be applied toward direct Project costs on no more than a quarterly basis consistent with project needs.

7.2 **INVESTMENT OF FUNDS:** Funds transferred to the County by OTTED shall be invested by the County until their actual expenditure, in such income or revenue-producing investments as authorized by law for other County funds. All income, interest, or other revenues obtained from such investment shall be considered funds of OTTED. The income, interest, or other revenues shall be remitted to OTTED on a quarterly basis within fifteen (15) days of the close of the months March, June, September, and December, regardless of the month in which funds were received. Upon completion of the project, all remaining income, interest, or other revenues shall be returned to OTTED. All refund or interest checks shall be made payable to: **EOG/OTTED,** and mailed to the OTTED address in Section 1.0 of this Agreement; with the Project Number referenced and information that identifies the grant, interest period, amount of interest earned by account, name of depository, and interest rate. The documentation submitted to support interest earnings should include copies of bank or investment account statements, computational work sheets, etc.

7.3 **USE OF FUNDS:** Funds made available by OTTED pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against OTTED, for the administration of the project fund, or costs associated with preparation of the application.
7.4 **UNEXPENDED FUNDS:** Upon termination or expiration of this Agreement, any funds made available by OTTED pursuant to this Agreement but not expended at that time shall be returned to OTTED. All investment earnings realized pursuant to Section 7.2 of this Agreement shall be returned to OTTED.

7.5 **ASSURANCES:** As an inducement to the transfer of funds referred to in Section 7.1 above, the County grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from OTTED. The County shall be liable for all cost overruns on the Project.

8.0 **DESIGN AND CONSTRUCTION STANDARDS:** The County agrees to design and construct the Project in accordance with standards developed by the Florida Department of Transportation (DOT) in accordance with Section 336.045, Florida Statutes, and to provide certification of same to OTTED upon completion of the Project. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DOT.

9.0 **AVAILABILITY OF FUNDS:** The State of Florida’s performance and obligation to pay under this Agreement are contingent upon an appropriation by the Legislature. In the event of a State revenue shortfall, the total grant may be reduced accordingly. OTTED shall be the final determiner of the availability of funds.

10.0 **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement upon no less than 24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the County fails to perform or honor the requirements and provisions of this Agreement, the County shall return funds in accordance with Sections 7.4 and 11.0 of this Agreement within 30 days of the termination of this Agreement.
10.1 TERMINATION REPORT: Upon termination of this Agreement, the County will provide the following:

(a) Certification that the Project has been completed in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total funds transferred to the County by OTTED pursuant to this Agreement; (ii) the total income, interest, or other revenues obtained from the investment of said funds; (iii) the total direct Project costs paid from funds made available by OTTED pursuant to this Agreement; (iv) the balance of any unexpended Project funds; (v) the actual amount of the EDTF Business' capital investment; and (vi) the actual number of permanent, full-time jobs created by the EDTF Business.

11.0 EXPENDITURES IN VIOLATION OF AGREEMENT: Any Project funds made available by OTTED pursuant to this Agreement which are determined by OTTED to have been expended by the County in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to OTTED. Acceptance by OTTED of any documentation or certifications, mandatory or otherwise permitted, that the County files shall not constitute a waiver of OTTED's rights as the funding agency to verify all information at a later date by audit or investigation.
12.0 **LEGAL REQUIREMENTS:**

(a) This agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement will remain in full force and effect and such term or provision will be deemed stricken.

13.0 **PUBLIC ENTITY CRIME:** The County affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the County been convicted of a Public Entity Crime. The County agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

14.0 **UNAUTHORIZED ALIENS:** OTTED will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

15.0 **NON-DISCRIMINATION:** The County will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The County shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The County shall insert similar provisions in all subcontracts for services by this Agreement.
The County affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the County been placed on the Discriminatory Vendor List. The County further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by OTTED, OTTED will not be liable to pay attorney fees, interest, or cost of collection.

17.0 TRAVEL: There shall be no reimbursement for travel expenses exceeding the all-inclusive funds allocated in this Agreement.

18.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

19.0 ACCOUNTING, REPORTS, AND AUDITS: The County agrees:

    (a) To comply with all requirements found in Section 215.97, Florida Statutes, and the applicable audit and record keeping provisions contained in “Exhibit B,” attached to this Agreement and incorporated by reference herein.

    (b) To include the audit and record keeping requirements from “Exhibit B” in contracts and subcontracts entered into by the County with any party for work required in the performance of this Agreement.
(c) That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, the County will provide OTTED with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed according to the project schedule; a description of any change orders executed by the County; a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the County and payments made pursuant to such orders, shall be maintained by the County in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(d) The County shall submit to OTTED a financial audit conducted by an independent certified public accountant, pursuant to Section 288.063(8), Florida Statutes, within three (3) months of the release of the County’s annual audit.

20.0 PUBLIC RECORDS: OTTED may unilaterally cancel this Agreement in the event the County refuses to allow public access to materials made or received by the County in conjunction with the Agreement subject to the provision of Chapter 119, Florida Statutes, unless as exempted pursuant to Sections 288.075, 288.1067, and/or 288.9520, Florida Statutes.

21.0 LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
22.0 MINORITY VENDORS: The County is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The County shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the County shall submit a statement to this effect.

23.0 SUBCONTRACTS: The County shall be responsible for all work performed and all expenses incurred in connection with the project. It is understood by the County that OTTED will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the County will be solely liable to the subcontractor. When contracting with subcontractors, the County must require subcontractors to indemnify and hold harmless the State for actions of the subcontractor resulting in personal injury or death, or destruction or damage to property, arising out of activities performed under this Agreement and shall investigate all claims at its own expense.

24.0 FOLLOW-UP REPORT: Two (2) years after the EDTF Business has completed the construction associated with this Project, the County will provide OTTED with the actual number of new, permanent, full-time jobs created by the EDTF Business.
25.0 **INDEPENDENT CAPACITY:** The County shall act as an independent contractor and not as an employee of OTTED in the performance of this Agreement. The County agrees to take such steps as necessary to ensure that each subcontractor of the County will be deemed to be an independent contractor, and will not be considered or permitted to be an agent of the State.

The County will not pledge the State’s credit or make OTTED a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

26.0 **MODIFICATION OF AGREEMENT:** In the event the County desires to modify any of the terms and conditions of this Agreement, the County shall make such request for modification in writing to OTTED at any time during the term of this Agreement. However, if the request for modification relates to changes in the project commencement and/or project completion dates, such request must be received by OTTED prior to the expiration of the current commencement or project completion date. If such a request is made after the expiration of the above referenced date, OTTED shall have the option to terminate this Agreement.

27.0 **LIABILITY AND INDEMNIFICATION:** OTTED will not assume any liability for the acts, omissions to act, or negligence of the County, its agents, servants, or employees; nor will the County exclude liability for its own acts, omissions to act, or negligence to OTTED. In addition, the County agrees to be responsible for any injury or property damage resulting from any activities conducted by the County.

To the extent permitted by law, the County agrees to indemnify and hold OTTED harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement and will investigate all claims at its own expense. However, neither OTTED nor any
agency or subdivision of the State of Florida waives any defense of sovereign immunity or increases the limits of its liability upon entering into this contractual relationship.

28.0 NON-ASSIGNMENT: Neither party may assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring will be null and void; provided, however that OTTED will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the County. In the event that OTTED approves transfer of the County obligations, the County remains responsible for all work performed and all expenses incurred in connection with this Agreement.

29.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the County and the authorized officer of OTTED.
DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, by their signatures below, the signatories affirm the approval of all paragraphs contained herein, attest to their authority to bind their respective parties to this Agreement, and cause this Agreement to be executed.

STATE OF FLORIDA
EOG/OTTED

BY: ____________________________
DATE: __________________________
TITLE: Deputy Director
ATTEST: ________________________

ORANGE COUNTY

BY: ____________________________
DATE: __________________________
TITLE: _________________________
ATTEST: ________________________
EXHIBIT A
STATE OF FLORIDA
ECONOMIC DEVELOPMENT TRANSPORTATION FUND
APPLICATION

Orange County
Unit of Government or Public Authority ("Applicant")

on behalf of

Darden Restaurants, Inc.
Business Name

FOR EFI USE ONLY

Date Received Date Completed

Project Number

Submit Application To:

Enterprise Florida, Inc.
The Atrium Building, Suite 201
325 John Knox Road
Tallahassee, Florida 32303
850.488.6300 Fax: 850.922.9595
Application Instructions

1. Please carefully review all application materials. It is suggested that you contact Enterprise Florida at the address below to discuss your project and application before submitting a formal proposal.

2. Each application must be accompanied by the following:

   A. A letter from the applicant, signed by the chief elected official, to include:
      - Certification that the transportation project is not scheduled by the appropriate transportation planning organization during the company's desired time frame,
      - Estimated capital investment by the company,
      - Reasonable estimate of projected employment to be created and/or retained by the company,
      - Reasons the transportation project is needed to support that employment,
      - Description of company's primary activity and type of facility being planned, and
      - Statement of impact on local and/or state economy.

   B. A letter from the company on whose behalf the application is being submitted. The letter must be on company letterhead and include:
      - A statement of existing or anticipated transportation problem which constitutes an impediment to plans and that the problem will be solved by this project,
      - Amount of capital investment to be made by the company for new or expanding facilities,
      - Number of full-time permanent positions to be created or retained,
      - Average hourly wage (excluding benefits) of the jobs to be created or retained.
      - Description of primary business activity,
      - Identification of market area served. Additionally,
      (1) For a new facility locating in Florida, the letter must be signed by the President, CEO, COO, or Senior VP of Florida Operations and also include:
         - Statement of intent to locate in Florida and that only one Florida site is being considered requiring EDTF.
         - Statement of other sites outside of Florida that are being considered. Specifically, identify other states or countries outside of Florida that are being considered, and provide a summary of incentives other states have offered.
         - Statement of type of business facility or business activity being planned for Florida location.
      (2) For a company expanding in Florida, the letter must be signed by the manager of the existing facility and also include:
         - Statement of the planned expansion and the expansion will not occur if the transportation improvements are not made.
         - Statement that only one Florida site is being considered requiring EDTF.

**Important Note:** Pursuant to 288.063, F.S., EDTF funds cannot be used to induce a company to locate from one Florida community to another community in the state unless the Office of Tourism, Trade, and Economic Development determines that without such relocation the business will move outside this state or determines that the business has a compelling economic rationale for the relocation which creates additional jobs. Company must provide rationale in its letter.

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• Statement of other sites outside of Florida that are being considered. Specifically, identify other states outside of Florida that are being considered, and provide a summary of incentives other states have offered.

(3) For a company expanding and remaining at its present location in Florida, the letter must be signed by the manager of the existing facility and also include:
• Statement that no other Florida site is being considered, and the expansion will not occur if the transportation improvements are not made.
• Statement that the company will remain at its present location if the transportation problem is alleviated.

(4) For a company remaining at its present location in Florida, but not creating any new jobs or making any capital improvements, the letter must be signed by the manager of the existing facility and also include:
• Statement that no other Florida site is being considered, and the facility will close or locate to another state if the transportation improvements are not made.
• Statement that the company will remain at its present location if the transportation problem is alleviated.
• Provide number of existing permanent full-time employees,
• Provide average hourly wages, excluding benefits.

C. A 1:24,000 (1 inch = 2,000 feet) U.S.G.S. quadrangle sheet which shows the transportation project and the company’s location site; and a small sketch or diagram (no more than 9 ½ by 14) showing all existing transportation facilities in proximity to the business project (clearly labeled), the business project property boundaries, the general outline of the facility(s) within the property (existing and proposed), all existing transportation entry points, and the proposed transportation project (clearly designated as the proposed project). The diagram need not be professional, and the scale may be rough, but it should be in sufficient detail to present the observer with a clear understanding of the current situation and the proposed project.

3. Any information and documentation that cannot be supplied in the space provided on the application form should be placed in a notebook or other presentation format. The material should be indexed, tabbed, or labeled with the number of the relevant question from the application form.

4. The completed and signed original application and eight (8) copies must be filed with:

Enterprise Florida, Inc.
The Atrium Building, Suite 201
325 John Knox Road
Tallahassee, Florida 32303
850.488-6300 Fax: 850.922.9595

5. IMPORTANT NOTE: EDTF Funds must be approved by OTTED prior to the company making its final decision to locate, expand or remain in Florida.
ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and the Office of Tourism, Trade, and Economic Development’s Economic Development Transportation Fund Guidelines.

I. APPLICANT

Government Applicant: Orange County, Florida

Government Federal Employee Identification Number: 59-6000773

Name of Primary Contact: Joe Kunkel

Title: Manager - Highway Construction Division

Address: 4200 S. John Young Parkway

Orlando Florida 32839-9205

Telephone: 407-836-7930 Fax: 407-836-7714

Email address: joe.kunkel@co.orange.fl.us

II. COMPANY PROVIDING EMPLOYMENT (only one company may be listed)

Company: Darden Restaurants

Primary Contact: James O. McIntosh

Title: Vice President, Development Law

Address: 6990 Lake Ellenor Drive

Orlando Florida 32809

Telephone: 407.245.5318 Fax: *

Email Address: jmcintosh@darden.com

Principal Business Activity: Corporate Headquarters

SIC Code Number:

Type of Facility: New Location ( ) Expansion of Existing (X) Retention (X)

Date Construction Will Begin: May 2007

Date Company will be in Operation: January 2009

Estimated Square Feet of Facility: 400,000 sq/ft (expanding to 600,000 sq/ft)
Full-time Employment Generated/Retained:

New 400 Retained 1,156

(IMPORTANT NOTE: Grant request should not exceed $5,000 per job. Grants exceeding $5,000 per job may be approved when the project occurs in an economically distressed community and a further waiver of this guideline may be granted pursuant to the EDTF Program Guidelines.)

New Capital Investment Generated: $69,000,000

Briefly Describe the Facility (New or Existing) or the Expansion.

The consolidation and expansion of the corporate headquarters from 14 separate buildings in south Orange County to a 400,000 sq/ft facility on a 45-acre campus located on the southwest corner of John Young Parkway and the Beachline (S.R. 528).

III. TRANSPORTATION (Attach a rough site plan with facility in relation to the requested transportation improvements.)

A. Briefly describe the transportation problem that is an impediment to the company described above and give its importance to the company's decision.

Darden Restaurants desires to consolidate and expand in Orange County on an approximately 45 acre site on the southwest corner of John Young Parkway and the Beachline (S.R. 528). This site will give Metro Orlando's only Fortune 500 corporate headquarters an attractive location with Beachline visibility. This site is only accessible from Taft-Vineland Road, which currently dead ends in front of the site. Presently all traffic to and from this site would be funneled to the Taft-Vineland and John Young Parkway intersection.

Darden presently employs about 1,150 with plans to employ over 2,000 by 2020. In order to quickly move such a large number of employees to and from their campus, Darden Restaurants has required that Taft-Vineland Road be a four-lane road divided by a median, with accessibility to separate arteries in two directions (Central Florida Parkway, as well as John Young Parkway).

B. Briefly describe the transportation project that will alleviate the transportation problem.

Taft-Vineland Road needs to be extended from its terminus, adjacent to Darden's proposed site, 2,573 feet toward the south and west, until it intersects Central Florida Parkway. The four-lane divided road is inclusive of a canal crossing, a median, and turn lanes at the Central Florida Parkway intersection.
C. Estimated Cost of the Transportation Project:
   Construction: $ 5,044,665.00
   Right-of-Way: $ -

   **IMPORTANT NOTE:** Right-of-Way cost may be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.

   Design & Engineering: $ 605,360.00 (12% of construction costs)

   **TOTAL COST:** $ 5,650,025

D. Transportation Project Funding Sources:
   City: $ 
   County: $ 3,650,025
   Company: $
   Other: $

   Please specify:

   Request from the Economic Development Transportation Fund ($2,000,000 maximum):
   $ 2,000,000

   **TOTAL COST:** $ 5,650,025

   **(NOTE: The total costs must equal the sum in items C and D)**

E. Estimated Number of Days to Construct the Transportation Project: 210

IV. PROJECT LOCATION
A. Located in an Enterprise Zone? ____ Yes X No
B. Located in the Target Area of a Community Development Corporation? ____ Yes X No
C. Located in a Front Porch Community? ____ Yes X No
D. Located in a REDI County? ____ Yes X No
E. County population of 75,000 or less? ____ Yes X No
F. City population of 10,000 or less? ____ Yes X No
G. City population over 10,000 but less than 20,000? ____ Yes X No
H. Located on Brownfield Site or in a Brownfield Area? ____ Yes X No

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Revised 06-27-03
V. SELECTED ECONOMIC INDICATIONS

A. Unemployment Rate of the local unit: 3.0%  
Identify local unit (e.g., county, city, or census tract): Orlando MSA  
State Rate: 3.2%  
Information Source and Date of Source: Labor Market Info, Local Area Unemployment Statistics, March 2006

B. Per Capita Income of the local unit: $36,127  
Identify local unit (e.g., county, city, or census tract): Orange County  
State Per Capita Income: $34,427  
Information Source and Date of Source: U.S. Census, American Community Survey, April 2006

IMPORTANT NOTE: Only Creditable Government Sources can be accepted e.g., Latest U.S. Census Data, or Florida Statistical Abstract Data, or Florida Department of Labor and Employment Security Data.

VI. OTHER CONSIDERATIONS

A. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes? X Yes No  
If not, what is the expected time frame for compliance?

B. What is the Future Land Use Map designation for the business facility state?  
Part commercial, part office and part high density residential

C. Are the transportation project and business facility consistent with the adopted local government comprehensive plan? X Yes No  
If not, describe the inconsistency and give the time frame for amending the plan:

D. Does construction of the business facility trigger concurrency requirements other than for transportation facilities?  
_____Yes X No  
If yes, explain:
E. Does construction of the business facility trigger concurrency requirements for transportation facilities?  
   _____ Yes  X No

If yes, what transportation management alternatives have been considered?

F. Does the adopted plan include an Economic Development Element?  
   X Yes _____ No

G. Is the applicant's transportation project linked to other publicly funded economic development programs? If so, how does it further those efforts?

   Yes. The project is also linked to approval of a Qualified Target Industry (QTI) award and approval of an Orange County Economic Development Grant. The Transportation Road Grant, QTI, and economic development grant all are inducements that together will facilitate the creation of a new Darden Restaurants, Inc. headquarters campus in Orange County rather than at an out-of-state location.

H. Will low to moderate-income workers be eligible for employment within this facility?  
   _____ Yes  X No

If not, why not? With an average wage of over $72,000, this headquarters operation primarily houses highly skilled employees with four-year college degrees and master's degrees. This headquarters will support the 1,400 Darden-owned restaurants and their 150,000 employees, some of whom would be considered low-to-moderate income.

I. What role will the transportation project play in the decision of the business to locate, expand, or remain in this state?

   Without these road improvements, the site will not meet Darden's ingress and egress requirements.

J. Is there documented competition for this project?  
   X Yes _____ No

**IMPORTANT NOTE:** If there is no documented competition, the project is not eligible.

(Check all that apply.)

State(s)  ______ North Carolina and Georgia

Summarize Incentive(s):
Job Creation Tax Credits, Transportation Access Improvement Grants, Utility Improvement Grants, Site Preparation Grants, Job Development Grants, and Workforce Training Funds

Country(ies) ________________; ________________; ________________.

Summarize Incentive(s):

Florida Community(ies):________________________.

Summarize Incentive(s):
VII. **PROJECT INFORMATION**

Location of Project *(Provide Road Number, if applicable):* 

US: _____ State: Florida County: _____ Orange City: ________

Party responsible for maintenance and upkeep:

State: _____ County: Orange City: ________ Other: ________
*(If more than one is applicable, please indicate.)*

Total Length of Project: _____ 2,573 feet

Is there an alternative that would provide more cost effective access to the project?  
_____ Yes  X  No

Are there any additional traffic impacts?  
_____ Yes  X  No

If yes, does the project provide for additional impact?  
_____ Yes  _____ No

If no, please explain:

VIII. **TRAFFIC IMPACTS FOR PROJECTS INVOLVING STATE HIGHWAYS ONLY**

1. Traffic generation estimates (in number of vehicles daily):

   Number of Cars: ________  Number of Trucks: ________

2. AM Peak Hour  a.m. to  a.m.—Indicate Number of:

   Inbound Cars: ________  Inbound Trucks: ________
   Outbound Cars: ________  Outbound Trucks: ________

3. PM Peak Hour  p.m. to  p.m.—Indicate Number of:

   Inbound Cars: ________  Inbound Trucks: ________
   Outbound Cars: ________  Outbound Trucks: ________

IX. **SIGNATURE:** If this application is for a city road, the city must agree to maintain the road. If a county road is involved, the county must agree to maintain the road. This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund. DOT form on Page 7, letter from applicant, letter from the benefiting company and a map showing the relationship of the facility to the transportation project must accompany this application.

   Richard T. Crotty
   (Type_Name)
   Orange County Mayor
   (Signature of an elected city or county official)

Specific Authority & Laws Implemented: 288.063.120.53 (1) (a), F. S.
X. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE

Based on information provided with this application:

Estimated cost of construction: $5,100,000

Estimated cost of right-of-way: $-

Estimated cost of design and engineering: $-

Has design and engineering been completed? ___ Yes  X  No

Was cost overrun considered in total cost? X  Yes  ___ No

If yes, how much? A 25% contingency factor

Is design in accordance with DOT specifications? N/A

How many days estimated for completion?

DOT Comments: FDOT estimate is based on typical section provided. Detailed pay items and quantities were not provided.

__________________________

Ed Black, P.E., District V Estimates Engineer

(Signature of DOT)

The signature of FDOT only attests to EDTF transportation project cost estimates and does not commit FDOT to automatically approve any permits associated with this project.
NEW CONSTRUCTION

1. 3" LAVO FC=3 FRICITION COURSE
2. 3-1/2" TYPE S-1 STRUCTURAL COURSE (TRAFFIC C)
3. 12" SOIL CEMENT BASE COURSE (300 PSI) (PLANT MIXED) (PRIMED)
4. 10" STABILIZED SUBGRADE TYPE B (CL=40)
Debra, please see below. I hope this further information is helpful.

1. The paved road ends at the entrance to the site, but yes, the road has already been cleared to CF Pkwy. This was done at the same time as other recent development in the area and the County knew that eventually this would be paved (but there was not a specific time or budget set to do this).

2. Right and left turn lanes will be needed from the T-V extension onto CF Pkwy, right and left turn lanes will be needed from CF Pkwy onto the T-V extension, and left and right turn lanes will be needed from T-V into the company's facility. There are already adequate turn lanes from JY Pkwy onto T-V.

3. A signal may be required at the new T-V extension and CF Pkwy, but the County is not certain about this (I don't think I included in the project scope). There is already a signal at T-V and JY Pkwy.

Thanks,
Marty

-----Original Message-----
From: Corkhill, Debra [mailto:Debra.Corkhill@MyFlorida.com]
Sent: Friday, June 30, 2006 07:03 PM Eastern Standard Time
To: Marty Wilson
Subject: RE: Confidential per 288.075 - EDTF

Hi Marty....I'm still learning....have a few more questions about the Darden Restaurant project -- 06-00238.
I have to be more specific in my description of specifically what work will be encompassed by the entire project, as well as the EDTF grant.

1) In describing the transportation project, the narrative says that the road deadends, but it looks on the map as if there is a dirt road there now. Is that the case or will they have to clear the road site first?

2) The description calls for turn lanes. Would you be more explicit about which roads the turn lanes would be on. Are turn lanes from both directions of Central FL Pkwy onto Taft-Vineland needed? Are turn lanes from T-V on to CFP both ways needed? Will turn lanes be needed at the other end of T-V onto John Young Pkwy or on JYP onto T-V?

3) How about signalization? Will that be added to the intersections? Is there any signalization at either intersection now?

More specific details would be most appreciated.

Thanks,
Debra
( 850.488.6558 )
Qualified Target Industry Tax Refund
as an attachment to the
General Project Overview for
Darden Restaurants, Inc.

(Name of Business)
Must be a business unit or reporting unit of a business unit that is registered with or will be registered with the State of Florida for unemployment compensation purposes.

F386
(Project Code or Number)

1. IMPORTANT NOTE: This application must be filed prior to making the decision to locate a new business unit in Florida or to expand an existing Florida business unit.

The tax refund claim form will be due by January 31st each year for the number of jobs on December 31st of the previous calendar year.

The tax refunds paid per state fiscal year (July 1 – June 30) may not exceed 25 percent of the total tax refund award associated with the phase(s) scheduled. The total award will be equal to $3,000 ($6,000 in Enterprise Zones or Rural Counties) times the number of jobs reported in item 10, plus $1,000 per job if the average annual wage exceeds the area’s average by 150% or $2,000 per job if the average annual wage is in excess of 200%. However, the QTI award may not exceed five times the local financial support paid by the community.

2. Project employment and wages:
   a) Total number of “net-new-to-Florida” jobs created by the project at the business unit indicated on Overview: 500 by 2013

   b) Are any employees being transferred from another Florida location? Yes
      If employees are being transferred from another Florida location(s), how many and from where? 1,156 from 14 buildings in Orlando Central Park
      If employees are being transferred from another Florida location(s), why are they moving and why is it justified in light of 288.106(2)(b) Florida Statute? To consolidate and expand existing office, training and warehouse space to support business growth.

   c) If jobs are to be phased in, provide the date when each phase of employment will be fully implemented: (Please limit the phases to three consecutive years with job creation of at least 10 per year.)

<table>
<thead>
<tr>
<th>Phase</th>
<th>Number of “net-new-to-Florida” jobs created in business unit</th>
<th>Date by which those jobs will be created</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>191</td>
<td>2006 - Dec 31, 2009</td>
</tr>
<tr>
<td>II</td>
<td>81</td>
<td>Dec 31, 2010</td>
</tr>
<tr>
<td>III</td>
<td>79</td>
<td>Dec 31, 2011</td>
</tr>
<tr>
<td>IV</td>
<td>74</td>
<td>Dec 31, 2012</td>
</tr>
<tr>
<td>V</td>
<td>75</td>
<td>Dec 31, 2013</td>
</tr>
<tr>
<td>TOTAL</td>
<td>500</td>
<td></td>
</tr>
</tbody>
</table>

1 Existing Florida employees cannot be included for consideration in certain incentive awards.
2 Florida Statute, 288.106 (2)(b) specifically prohibits the awarding of QTI in connection with any project that involves moving jobs from one Florida community to another except given very specific, clearly demonstrated, circumstances.
3 Must be a minimum of 10 new jobs or a 10 percent increase (whichever is greater) in existing employment, unless the project is located in a rural community or Enterprise Zone.
3. For purposes of certification, agreement, and claim review, indicate the wage and corresponding threshold (percentage) to which you commit:

   a) $________ which is 115% of the ______ average wage of $________ in ________
   
   b) $________ which is 150% of the ______ average wage of $________ in ________

   c) $72,254 which is 200% of the 2006 average wage of $36,127 in Orange County
      (Enter the name of the county, MSA, or "Florida")

Amount of "Local Financial Support" identified by local governing body
$500,000

<table>
<thead>
<tr>
<th>Type of Support</th>
<th>Amount of Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$500,000 from General Fund</td>
</tr>
<tr>
<td>Ad Valorem Tax Abatement</td>
<td>$</td>
</tr>
<tr>
<td>Land Grant by Local Governing Body</td>
<td>$</td>
</tr>
<tr>
<td>Waived1</td>
<td>$</td>
</tr>
</tbody>
</table>

1 Refund paid to Business unit will be reduced by this amount.
2 Only available in Rural Counties.

(Attach the resolution adopted by the local governing body recommending the applicant be approved as a QTI Business unit and indicating the level of local financial support that has been committed. Clearly indicate waivers requested and justification for such waiver.)

PLEASE BE SURE TO ATTACH TO THE GENERAL PROJECT OVERVIEW.

Signature of Individual completing this portion
(If different from General Overview)

Date

Signature of Authorized Officer

Date

Richard A. Walsh
Please print or type name of Authorized Officer

Phone

Effective 07/01/01 - QTI
Revised 05/18/06
June 6, 2006

Ms. Marty Wilson  
incentives Manager  
Enterprise Florida  
390 North Orange Avenue, Suite 1300  
Orlando, FL 32801

Re: Road Fund Grant - Darden Restaurants

Dear Ms. Wilson:

Orange County is pleased to submit the attached application for the State of Florida’s Economic Development Transportation Fund Grant, on behalf of Darden Restaurants, Inc. Darden, owner and operator of nearly 1,400 casual-dining restaurants in 49 states and Canada, is the only Fortune 500 corporate headquarters in Orange County. The substantial growth experienced by Darden over the last ten years, has resulted in their corporate operations being scattered among several older office properties throughout the southern portion of the county.

With the goal of consolidating their corporate offices, Darden recently located a potential 45-acre headquarters site in southern Orange County, near the intersection of the Beachline Expressway (S.R. 528) and John Young Parkway. There, they desire to establish a world-class corporate campus, to include a 400,000 square feet office building, a training center and dormitory, and several flagship Darden Restaurants on-site. Darden would initially invest approximately $70,000,000 in the office building alone. This facility would house their approximately 1,150 current employees. Over the next few years they plan to add 400 additional employees at this site and ultimately reach 2,000 employees by the year 2020.

In order to make this site suitable for Darden’s proposed campus, a four-lane road needs to be constructed. The attached application is for a $2,000,000 Road Fund grant, which assists in funding the design and construction of an extension of Taft-Vineland Road, the terminus of which is at the entrance of Darden’s proposed site. This extension would create a connection to Central Florida Parkway, thus allowing Darden’s soon-to-be 1,500+ employees to move on and off the site quickly and disperse to two major traffic arteries, John Young Parkway and Central Florida Parkway. John Young Parkway gives quick access to the Beachline (S.R. 528) immediately to the north and to the Central Florida Greenway, 3 miles to the south. Likewise, Central Florida Parkway gives access to Interstate 4, 2 ½ miles to the west.

Because of the magnitude of this project and the quality of the corporation, Orange County is willing to fund the balance of the $5.6 million roadway extension, even though this road is not on the County’s 5-year capital improvement plan. Darden is an ideal corporate citizen having provided over $35 million dollars in direct foundation grants to local non-profits over the past ten years. Retaining their presence in Orange County is imperative. We look forward to seeing them thrive in Orange County in the years to come.

Sincerely,

Richard T. Crotty  
Orange County Mayor
May 18, 2006

Marty Wilson
Incentives Manager
Enterprise Florida
Suite 1300
390 North Orange Avenue
Orlando, FL 32801

Re: EDTF for Orange County – Taft-Vineland Road

Dear Ms. Wilson:

Darden Restaurants owns and operates over 1,400 Red Lobster, Olive Garden, Bahama Breeze, Smokey Bones and Seasons 52 restaurants in North America. With all of our restaurants company-owned, Darden is a Fortune 500 company with sales exceeding $5 billion in 2005.

Our corporate headquarters is presently located in unincorporated Orange County, where we provide employment for approximately 1,150 employees who earn an average wage of $72,600. These employees perform primary corporate headquarters functions, including accounting, training, human resources, facility management, real estate, benefits administration, etc. Unfortunately, they are scattered in 14 different buildings within a two-mile area, where we occupy 400,000 square feet of space. It is our hope to consolidate onto one corporate campus and achieve many of the associated efficiencies. Initially, this would require approximately a $70 million investment in a 400,000 square foot office building. Future plans might call for an expansion to 600,000 square feet office space, a training facility and dormitory (possibly a hotel), and a few flagship Darden Restaurants on-site.

When Darden was spun off from General Mills in 1995, it was assumed by many stock analysts, as well as many of our investors, that we would relocate to an MSA more central to the geographic scope of our restaurants. Over the past decade, this ongoing dialogue has pointed Darden toward Chicago, Kansas City, Dallas, Minneapolis, and St. Louis as possible places for our corporate headquarters.

Over the past year, Darden narrowed its search primarily to the Southeast, giving consideration to possible options in Atlanta and the Raleigh-Durham area. Early this year, we narrowed our search to three sites, one of which was our proposed Orange County location along the Beeline. The Orange County site eventually became our most viable option.
The competing MSAs have attractive sites and would offer both tangible and intangible benefits to our corporation and its growth strategy. For example, the States of Georgia and North Carolina offer some attractive inducements, such as Job Creation Tax Credits, Transportation Access and Utility Improvement Grants, Site Preparation Grants, Job Development Grants, and Workforce Training Grants. However, our first choice would be to remain in southern Orange County.

This Economic Development Transportation Fund Grant for the extension of Taft-Vineland Road to Central Florida Parkway is critical to our potential expansion in Orange County and in Florida. Without these road improvements, our proposed Orange County site will not satisfactorily meet the needs of our corporate headquarters operations. Moreover, we feel that if these necessary transportation improvements are made, in conjunction with the approval of the QTI Tax Credits and the additional assistance from Orange County, it will secure Darden's long-term corporate headquarters presence in Central Florida.

With continued strong growth, we project our corporate headquarters will employ an additional 400 employees in the next few years and approximately 2,000 full-time employees by 2020. We would enjoy seeing this growth take place in Central Florida.

Thank you for your consideration. Please feel free to call me if you have any additional questions.

Sincerely,

[Signature]
EXHIBIT B
EXHIBIT B

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Office of Tourism, Trade, and Economic Development (OTTED) to the County may be subject to audits and/or monitoring by OTTED, as described in this section.

MONITORING

By entering into this agreement, the County agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OTTED. In the event OTTED determines that a limited scope audit of the recipient is appropriate, the County agrees to comply with any additional instructions provided by OTTED to the County regarding such audit. The County further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. The County shall permit access to its records and independent auditor’s working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. In the event that the County expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $500,000 in any fiscal year of the County, the County must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 691-5, Rules of the Department of Financial Services. In determining the State financial assistance expended in its fiscal year, the County shall consider all sources of State awards, including State funds received from OTTED, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration.

2. In connection with the audit requirements, the County shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(8)(g), Florida Statutes, and Chapter 691-5, Rules of the Department of Financial Services.

3. If the County expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that the County expends less than $500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from County funds obtained from other than State entities).
4. The County must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by the County for work required under terms of this Agreement. In the executed subcontract, the County shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, the County shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. The County shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient’s records and independent auditor’s working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the County should access the website for the Florida Department of Financial Services located at https://apps.fldfs.com/fsaa/ for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature’s website http://www.leg.state.fl.us/ and the Florida Auditor General’s website http://www.state.fl.us/audgen/.

6. The CFSA number for this project is: 31.002.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and the County’s response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
The complete financial audit report, including all items specified above, shall be sent directly to:

Ms. Margo Sinclair  
Sharpton, Brunson and Company, P.A.  
215 South Monroe Street, Suite 600A  
Tallahassee, Florida 32301

And

State of Florida Auditor General  
Attn: Ted J. Sauerbeck  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

RECORD RETENTION

The County shall retain all grant records and shall ensure the retention of its independent auditors working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.