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## **MEETING NOTICE**

A meeting of the Community Redevelopment Agency Advisory Board will be held Wednesday, May 27, 2020 at 3:00 p.m., City Hall is closed due to the COVID-19 emergency. This meeting has no physical location to attend in person. Remote participation is encouraged. Instructions explaining the process for remote participation during the meeting is available on [orlando.gov/virtualmeetings](http://orlando.gov/virtualmeetings). The Board is pleased to hear all non-repetitive comments. A general time limit of five (5) minutes to speak or the opportunity to provide written public comments, up to a maximum of 700 words, is allotted to the proponents/opponents of an issue. Large groups are asked to name a spokesperson. To submit written comments or presentations to the Board, complete an online comment form on [orlando.gov/publiccomments](http://orlando.gov/publiccomments). Comments received 24 hours in advance of the meeting will be distributed to Board Members, read into the record during the meeting prior to the Board taking action and become part of the permanent record of the meeting.

## **AGENDA**

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes - Approval of February 12, 2020
4. Public Comment
5. New Business
  - a. Approval of Funding Agreement between the CRA, Orlando Land Trust and the Trust for Public Land, Inc., related to purchase of land – David Barilla, Assistant Director
  - b. Amendment to Agreement with Mydatt Services, Inc., d/b/a Block by Block for Ambassador Services – Thomas C. Chatmon Jr., Executive Director
6. Date of Next Meeting – June 24, 2020 at 3:00 PM, via Zoom Virtual Webinar.
7. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

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Downtown Development Board/Community Redevelopment Agency  
Orlando City Hall, 6<sup>th</sup> Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802  
Phone: (407) 246-2558 Fax: (407) 246-3359 [www: downtownorlando.com](http://www.downtownorlando.com)



## **MEMORANDUM**

**TO:** Bill Lambert, Chair  
Jamie Barati, Vice Chair  
Wendy Connor  
Monica McCown  
Eugene Jones  
Doug Taylor  
Commissioner Victoria Siplin

**FROM:** Thomas C. Chatmon Jr., Executive Director of the Downtown Development Board/Community Redevelopment Agency

**DATE:** May 27, 2020

**SUBJECT:** Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Thursday, May 27, 2020.

### **Approval of Minutes:**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the February 12, 2020 Community Redevelopment Agency Advisory Board Meeting.

### **Public Comment:**

### **New Business:**

- a. **Approval of Funding Agreement between the CRA, Orlando Land Trust and the Trust for Public Land, Inc., related to purchase of land – David Barilla, Assistant Director** - Project DTO-Advancing Downtown Orlando was initiated in April 2014 as a comprehensive visioning process to formulate the next chapter of Downtown Orlando's evolution which resulted in the creation of the DTO Outlook, the 2015 Update to the Downtown Orlando Community Redevelopment Area Plan ("Redevelopment Plan"). One of the key findings of the process was the need for green space within the Downtown Orlando CRA. An entire section of the Redevelopment Plan is devoted to addressing parks and open space, with the need to create and enhance open spaces within the CRA noted as an opportunity for the CRA to seize upon. The opportunity to create signature gateways and entrances into Downtown is also noted in the Redevelopment Plan. The property at the Northeast corner of Central Boulevard and Rosalind Avenue ("Property") is located at a potential gateway to Lake Eola Park. The Trust for Public Land, Inc. ("TPL") has entered into a contract ("Purchase Contract") to purchase the Property from the current owner. TPL and the Orlando Land Trust ("OLT") have entered into an additional agreement relating to the purchase of the Property and related fundraising to ensure that the Property is preserved as parkland in perpetuity. Under the attached Funding Agreement, the CRA agrees to provide funding of up to \$1,225,000.00 ("Funding") towards the purchase of the Property to

ensure its perpetual use as open space and City park. The Funding will be provided at TPL's closing on the Property, and TPL will convey title to the CRA immediately following its purchase of the Property to ensure the Property's long term use as open space within the Downtown Orlando CRA.

Staff is requesting that the CRA Advisory Board recommend to the CRA that it approve the attached Funding Agreement between the CRA, Orlando Land Trust and the Trust for Public Land, Inc., subject to the review and approval of the City Attorney's Office and authorize the Chairman and Executive Director to execute the Agreement.

- b. **Amendment to Agreement with Mydatt Services, Inc., d/b/a Block by Block for Ambassador Services – Thomas C. Chatmon Jr., Executive Director** - In July of 2018, the CRA contracted with Block by Block to provide a hospitality and safety focused Downtown Orlando ambassador program. Since its inception, the ambassador program has operated 7 days a week from 7am to 11pm (with limited exceptions and holidays).

As presented in 2017, the Downtown Orlando ambassador program was a pilot whose impacts would be evaluated throughout the contract's first two years. Much success has been observed and tracked during this time. The insights from these observations and metrics have reinforced the need for additional ambassador resources, including the addition of outreach ambassadors and an operations supervisor.

The proposed amendment to the agreement with Mydatt Services, Inc. d/b/a Block by Block will extend the term through January of 2022, with an approximate monthly spend of \$85,000. The scope of work provides for additional safety ambassador hours and new outreach workers to circulate throughout the downtown CRA Area pursuant to a deployment schedule set by CRA staff.

Staff recommends that the Advisory Board recommend to the CRA that it approve the Amendment One to Agreement with Mydatt Services, Inc. d/b/a Block by Block, subject to review and approval by the City Attorney's Office, and authorize the City's Chief Procurement Officer to enter into and execute such Amendment.

**Date of Next Meeting:** The next CRA Advisory Board meeting will be held June 24, 2020 at 3:00 p.m. Zoom Virtual Webinar.

**Adjournment**

## **FUNDING AGREEMENT**

THIS AGREEMENT is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2020, and is made and entered into by and between the Orlando Land Trust, Inc. (“OLT”), a Florida not-for-profit corporation, The Trust for Public Land, Inc. (“TPL”), a California not-for-profit corporation that is authorized to conduct its affairs in Florida, and the Community Redevelopment Agency for the City of Orlando, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes ( “CRA”),

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando (“City”) for the purpose of, among others, carrying out the community redevelopment purposes of Chapter 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan on July 12, 1982, which has most recently been amended on May 4, 2015, pursuant to resolution of City Council (the “Redevelopment Plan”); and

WHEREAS, §163.400, Florida Statutes encourages cooperation by public bodies, such as the CRA and City, in carrying out redevelopment within community redevelopment areas; and

WHEREAS, one of the chapters of the 2015 amendment to the Redevelopment Plan is devoted to addressing parks and open space and one of the specific goals therein is to create additional open space within the Downtown Orlando Community Redevelopment Area (“Area”); and

WHEREAS, OLT is a Florida not-for-profit corporation which has a mission to preserve and protect green space in Orlando, and OLT has committed its efforts to expand Lake Eola Park and the surrounding green space of Orlando’s “crown-jewel” in a manner consistent with the Redevelopment Plan; and

WHEREAS, TPL is a California not-for-profit corporation which has a mission to conserve and protect land for people to enjoy as parks, gardens, and other natural places to ensure livable communities for generations to come; and

WHEREAS, the Redevelopment Plan also notes the CRA’s opportunity to create gateways and entrances into Downtown Orlando; and

WHEREAS, the property located at the Northeast corner of Central Boulevard and Rosalind Avenue, generally known as 1 N. Rosalind Avenue, (parcel id# 25-22-29-3140-03-050) (“Property”) is at one of the four main corners of Lake Eola Park, at a location which could serve as a gateway to the iconic downtown Park; and

WHEREAS, the Property is currently owned by the Robert G. Murrell Trust (“Murrell Trust”) and a portion of the Property is currently leased to 7-Eleven, Inc through a building lease entered into in August of 2012 (“Building Lease”); and

WHEREAS, TPL has entered into a contract (“Purchase Contract”) to purchase the Property from the Murrell Trust; and

WHEREAS, on December 6, 2019, OLT and TPL entered into an agreement (“OLT/TPL Agreement”) regarding the purchase of the Property and related fundraising to ensure that the Property is preserved as parkland in perpetuity as well as a subsequent donation agreement (“Donation Agreement”) on May 21, 2020 detailing the terms of conveyance of the Property from TPL; and

WHEREAS, the CRA desires to support OLT and TPL in the goal of acquiring the Property and maintaining it as park land; and

WHEREAS, the CRA agrees to provide funding of up to \$1,225,000.00 (“Funding”) towards the purchase of the Property for use as open space and City park; and

WHEREAS, the achievement of the CRA’s goals with respect to public parks, open space and gateways as set forth above through the provision of the Funding serves an important and valid public purpose.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OLT, TPL, and the CRA agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to OLT and TPL’s compliance with the conditions contained in section 3 below, the CRA shall provide funding in an amount not to exceed one million two hundred twenty-five thousand dollars (\$1,225,000.00) towards the purchase of the Property to be provided at the closing of TPL’s purchase of the Property (“Closing”) under the Purchase Contract. Immediately following TPL’s purchase of the Property, at a closing of the same date, the Property will be transferred from TPL or OLT to the CRA by special warranty deed, containing a use restriction to public park or open space, in a form reasonably acceptable to the CRA.

3. Conditions to Funding. The CRA shall not be obligated to provide the Funding provided for herein unless TPL and OLT meet the following conditions simultaneously with or prior to the Closing:

- A. TPL shall remain in compliance with the terms of the Purchase Contract and complete the purchase of the Property.
- B. OLT and TPL shall have raised at least one million six hundred twenty-five thousand dollars (\$1,625,000.00) to be paid towards the costs of purchasing the Property.
- C. OLT and TPL shall amend their Donation Agreement and amend Section 1.2 of the OLT/TPL Agreement regarding a transfer of the title to OLT to state that immediately following the Closing, the Property will be transferred from TPL or OLT to the CRA.
- D. The Building Lease between 7-Eleven, Inc. and the Murrell Trust dated February 9, 2009 shall be assigned to the CRA.
- E. An amendment to the Lease and/or a lease cancellation agreement, in a form and with terms acceptable to the CRA, shall be entered into acknowledging the agreed upon termination of the Lease on June 30, 2023 and such amendment and lease cancellation agreement shall be assigned to the CRA immediately following Closing.

4. Records. OLT and TPL shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of five (5) years after the date of the last payment made under this Agreement.

5. Default. TPL or OLT's failure to comply with any of the Conditions of Funding contained in section 3 above shall be a default and breach of this Agreement and shall entitle the CRA to immediately terminate this Agreement. Except as provided below, TPL or OLT's failure to convey title to the Property to the CRA immediately following TPL's purchase of the Property shall also constitute a default and entitle the CRA to seek specific performance to compel the conveyance of the Property to the CRA or require repayment of the Funding in the full amount of one million two hundred twenty-five thousand dollars (\$1,225,000.00). TPL or OLT shall not be in breach of this Agreement if TPL purchases the Property and TPL or OLT is ready and otherwise able to convey the Property to the CRA, but is unable to convey the title to the Property due to a delay caused by the CRA.

6. Continued Cooperation. This Agreement assumes the close coordination and cooperation between the parties regarding the purchase of the property and operation of the property as a City park or public open space.

7. Term and Termination. This Agreement shall take effect June 1, 2020 and shall continue in effect until the CRA receives title to the Property, unless terminated earlier by the CRA under section 5 or by the mutual agreement of the parties. Section 4 shall survive termination of the Agreement.

8. Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CRA as set forth in Section 768.28, Florida Statutes.

9. Indemnification. TPL and OLT agree to indemnify and hold harmless the City and CRA, their elected and appointed officials, from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the Funding or this Agreement.

10. Assignments and Amendments.

A. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, without the prior written consent of the other parties.

B. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CRA: Community Redevelopment Agency for the  
City of Orlando

400 S. Orange Avenue  
Orlando, FL 32801  
Attention: Executive Director

With a copy to:

City Attorney  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32801

OLT: Edward E. Haddock, III  
15 North Eola Drive  
Orlando, Florida 32801

With a copy to:

Jane Callahan  
Dean Mead  
420 S. Orange Avenue, Suite 700  
Orlando, Florida 32801

TPL: Doug Hattaway  
306 North Monroe Street  
Tallahassee, Florida 32310

With a copy to:

J. Alex Ghio  
306 North Monroe Street  
Tallahassee, Florida 32310

12. Third Party Beneficiary. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor cause of action, shall accrue to or for the benefit of any third party.

13. Binding Authority. Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15. Governing Law. This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.

16. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

17. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

\*\*\*\*\*



**COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

Buddy Dyer, Chairman

Attest:

\_\_\_\_\_  
Thomas C. Chatmon, Jr., Executive Director

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the CRA only.

\_\_\_\_\_, 2020.

\_\_\_\_\_  
Assistant City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Buddy Dyer and Thomas C. Chatmon, Jr., the CRA Chairman and CRA Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, who are both personally known to me.

\_\_\_\_\_  
Notary Public Signature-State of Florida

Print, Type, or Stamp Notary Name:

My Commission Expires: \_\_\_\_\_

(Affix Notary Stamp or Seal)

**THE TRUST FOR PUBLIC LAND, INC.**

By: \_\_\_\_\_

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

As Its: \_\_\_\_\_

\_\_\_\_\_, 2020

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

(Affix Notary Stamp or Seal Above)

\_\_\_ Personally Known or \_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_:

**ORLANDO LAND TRUST, INC.**

By: \_\_\_\_\_

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

As Its: \_\_\_\_\_

\_\_\_\_\_, 2020

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

(Affix Notary Stamp or Seal Above)

\_\_\_ Personally Known or \_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_:

**How these roles are similar:**

- Provide street-based services to those experiencing homelessness, ensuring their basic needs are met
- Receive **comprehensive training** through HSN and related authorities
- Proactively engage with those experiencing homelessness and build rapport
- Maintain an active list of all available local social services (to include: address, services provided, criteria for services, operating hours, point of contact, etc.)
- Attend industry meetings as assigned
- Maintain presence at community sites where persons experiencing homelessness are known to be present i.e. community centers, community parks, shelters, social service agencies, etc.
- Establish and maintain positive rapport and regular contact with local law enforcement, business owners, emergency services and other community organizations
- Perform any other department or agency related duties or special projects as directed
- Assist in the development of strategies at a city, county and state level when applicable

**How these roles are different:**

	<b>HOPE Team Member(s)</b>	<b>Outreach Ambassador(s) and Specialist</b>
<b>GEOGRAPHICAL COVERAGE</b>	Greater Orlando Area; contracted for 4 full time staff members in downtown (3 positions currently filled)	Downtown Ambassador footprint (select area within CRA)
<b>PROGRAM HOURS</b>	Monday – Friday 8:00am – 4:00pm	80 hours throughout seven days a week, 7:00am – 11:00pm
<b>ORG CHART</b>	Address any social service related issues directed by HCCH	Address any social services related issues requested by entire ambassador team, members of the community, OPD, and others as directed by Ops Manager and/or Outreach Specialist
<b>DAILY OPERATION</b>	Most outreach is pre-organized (follow up schedule set, specific goals each day)	Most outreach is not pre-organized i.e. in-the-moment. “BOLO” support and identify new persons experiencing homelessness
<b>REPORTING</b>	Primarily uses HMIS and VI-SPDAT for reporting	Primarily uses SMART System for reporting with access/editing rights in HMIS to use as needed (imputing new clients, citing interactions with established clients)
<b>LONG TERM VS. SHORT TERM APPROACH</b>	Specifically assess homeless persons helping them to utilize resources needed to gain self-sufficiency, health and be re-housed	Specifically assess homeless persons and panhandlers for case management by the Downtown HOPE Team while also providing solutions for short-term needs such as meal assistance, temporary shelter, and other immediate needs
<b>PRIORITIES</b>	Connecting those experiencing homeless with permanent supportive housing, drug detox/support, medical evaluation and services, diversion, and other critical needs	Connecting those experience homelessness with immediate services as needed and “bridge-ing” eligible persons to HOPE Team as needed
<b>SUPERVISION</b>	HCCH’s Director of Behavioral Health	Staff are geographically tracked in SMART System and an on-site supervisor is ALWAYS scheduled during ALL program operating hours

**AMENDMENT ONE**

**THIS AMENDMENT** (“Amendment”), effective as of the 28<sup>th</sup> day of June, 2020 (“Effective Date”), is made by and between and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes and **MYDATT SERVICES, INC., d/b/a Block by Block**, an Ohio corporation, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**WITNESSETH:**

**WHEREAS**, the CRA and Contractor entered into an agreement effective June 28, 2018 (“Agreement”), whereby the Contractor agreed to provide certain ambassador services related to the Downtown Orlando Community Redevelopment Area (“CRA Area”); and

**WHEREAS**, the CRA and Contractor desire to enter into this Amendment to extend the term of the Agreement and for the Contractor to perform certain additional services for the CRA related to the CRA Area as more fully set forth below; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows

**I. TERM OF CONTRACT**

The period of the Agreement is hereby extended for an additional period commencing June 28, 2020, through January 31, 2022 (“Extension Period”).

**II. SCOPE**

During the Extension Period, the Contractor shall perform the work providing downtown ambassador services (“Work”) as defined in the Contractor’s updated proposal to the CRA (“Proposal”), which Proposal is attached hereto as Exhibit "A" and incorporated by reference herein. Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

**III. COMPENSATION**

During the portion of the Extension Period from June 28, 2020 through June 30, 2021, CRA agrees to pay to Contractor a flat monthly fee of Eighty-Four Thousand Nine

Hundred Thirty Dollars and Forty-Eight Cents (\$84,930.48) pursuant to the budget in Contractor's Proposal. Effective July 1, 2021, the parties agree to an increase of 2.5% to the Bill Rate for each position and CRA shall pay to Contractor a flat monthly fee of Eighty-Seven Thousand Fifty-Three Dollars and Seventy-Four Cents (\$87,053.74). Additionally, the parties agree that notwithstanding Contractor's obligation to provide uniforms as set forth in Exhibit "A", the CRA shall pay up to Seven Thousand Five-Hundred Dollars (\$7500.00) for new uniforms made necessary by the CRA's change in logo. Replacement uniforms and uniforms for future hires shall remain the responsibility of the Contractor.

Notwithstanding the preceding, upon the written request of Contractor, the parties agree to discuss in good faith and may mutually agree upon a modification to any pricing, costs or fees charged in the event of any material change in Federal, State, or local law, regulation, administrative ruling affecting any change in work hours, pay rates, working conditions, taxes, health insurance, benefits, or other matter impacting Contractor's labor costs. In such case, Contractor shall notify CRA in writing of the event causing the change and the proposed impact on the pricing, costs or fees being charged by Contractor to CRA under this Agreement. Any proposed change shall be limited to the direct impact caused by the event. Such notice shall include a detailed explanation of the impact to each cost or fee affected and an explanation as to how any revised price, fee or cost was calculated. In such case if the parties are unable to mutually agree upon revisions to the compensation to be paid to Contractor within thirty (30) days of Contractor's notice, either party may terminate this Agreement upon ninety (90) days written notice to the other party.

#### **IV. INDEPENDENT CONTRACTORS**

The parties acknowledge and agree that at all times during the term of the Agreement, including any and all renewals and extensions thereto, the parties were, are, and will be independent contractors, and nothing contained in the Agreement or any amendments, extensions, or renewals thereto will be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Safety ambassadors and other personnel provided by Contractor under the Agreement shall not be deemed employees of

the CRA for any reason.

In all other respects, and except as specifically modified and amended herein, the Contract shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF ORLANDO, FLORIDA**

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the Community  
Redevelopment Agency of the City of Orlando, only.

By: \_\_\_\_\_  
Chief Procurement Officer, City of Orlando

Date: \_\_\_\_\_, 2020

DAVID BILLINGSLEY, CPSM, C.P.M.  
Name, Typed or Printed

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY  
ORLANDO, FLORIDA

\*\*\*\*\*



**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Name of Company, Corp., etc.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_

CORPORATE SEAL

STATE OF FLORIDA        }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

(Affix Notary Stamp or Seal Above)

\_\_\_\_ Personally Known or \_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

## **EXHIBIT “A”**

### **CONTRACTOR’S PROPOSAL**

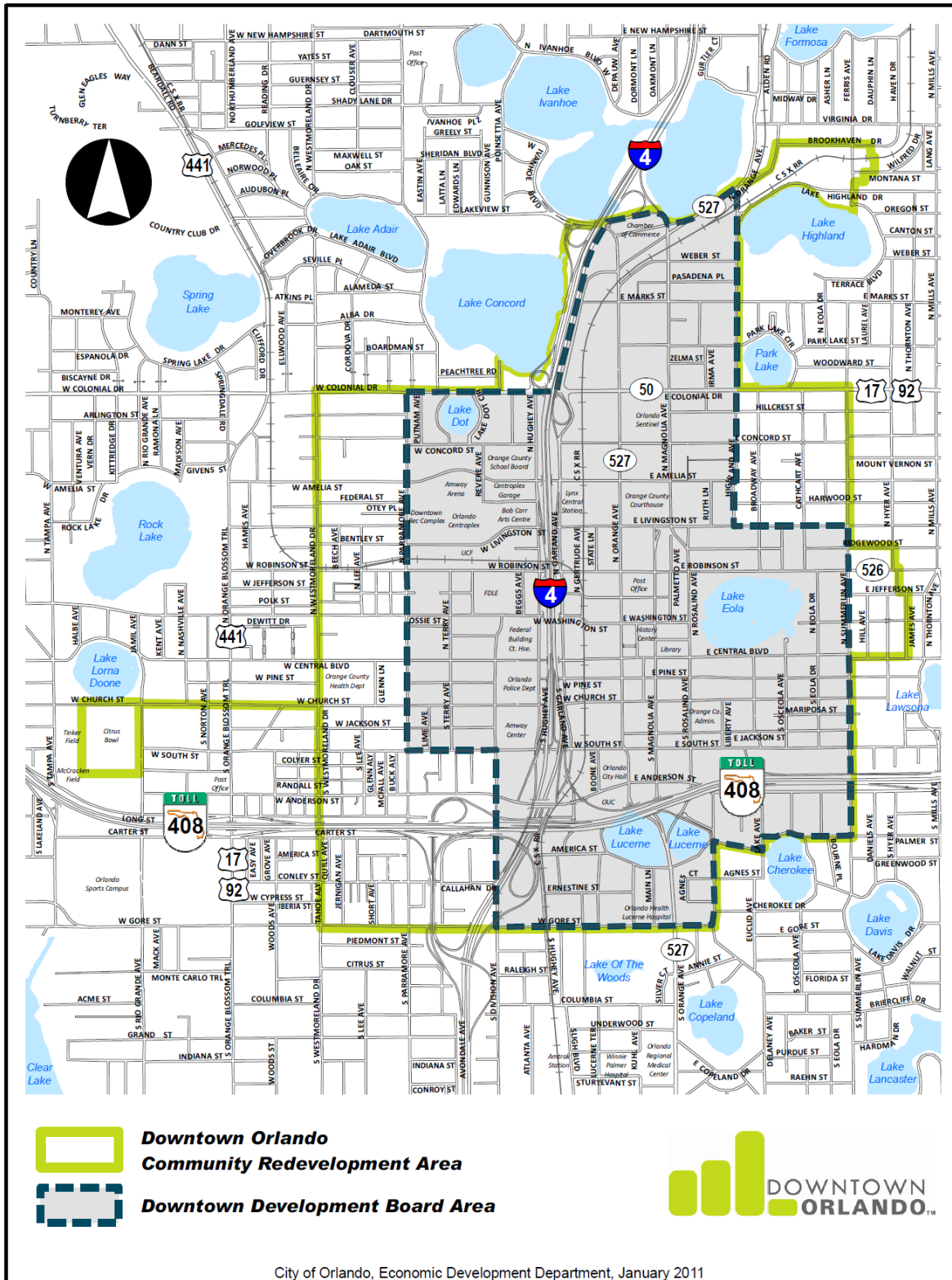


## INTRODUCTION

The following information is designed to outline the framework for adding additional safety hours and dedicated outreach hours to the current team of friendly, outgoing Safety Ambassadors, who best represent downtown Orlando as the vibrant center of culture and activity in central Florida. This team of personnel will be deployed broadly throughout the Service Area to interact with stakeholders in all forms to include visitors, residents, merchants, homeless persons and transients. The purpose of the team will be to maximize visibility and engagement with all user groups to reinforce positive perceptions of downtown Orlando.

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## SERVICE AREA



The team of Ambassadors will be deployed strategically throughout the Service Area and will have the purpose of maximizing visibility and public engagements.

## AMBASSADOR SERVICES: SCOPE OF WORK

PUBLIC ENGAGEMENT & HOSPITALITY
<ul style="list-style-type: none"> <li>Ambassadors will be a highly visible presence continually circulating through key corridors frequently as well as outlying areas of the service area</li> <li>Ambassadors will proactively and continually engage visitors of the public with a friendly greeting and be very responsive to opportunities to provide directions, recommendations, or assistance</li> <li>Ambassadors ultimately will be one of the caring faces of Downtown Orlando</li> <li>Ambassadors will regularly visit ground level businesses to discuss relevant information and events. Details of business contacts will be provided through the SMART System.</li> </ul>
HELPING AND RESPONDING
<ul style="list-style-type: none"> <li>Continually circulate through assigned zone on foot or bicycle to provide high visibility and to provide a reassuring presence in order to reinforce positive perceptions of downtown.</li> <li>Report crimes or disturbances to the Orlando Police for response through dispatch</li> <li>Assist police by being “witness complainants” in cases involving Ambassadors</li> <li>Those people in violation of any pertinent ordinances, will be engaged and reminded of the ordinances. If the person does not comply the Ambassador will either document the situation in the SMART System or notify Orlando Police, depending on the severity.</li> </ul>
QUALITY OF LIFE SERVICES
<ul style="list-style-type: none"> <li>Ambassadors will engage people identified to be panhandling, in order to identify any legitimate needs, then subsequently suggest and communicate available services. If a legitimate gap in services cannot be identified (such as a person panhandling for ‘opportunity’) or the person refuses services that interaction will be documented in SMART System.</li> <li>Document each individual engagement and activity in SMART System in order to track trends</li> </ul>
SAFETY ESCORTS
<ul style="list-style-type: none"> <li>Pedestrians can request a safety escort by contacting the promoted number, which is the shared cell phone carried by on-duty staff members</li> <li>Ambassadors can meet downtown workers, residents, or visitors at their location and escort them to their destination within the service area</li> </ul>
HOMELESS OUTREACH
<ul style="list-style-type: none"> <li>Ambassadors will be trained in the resources available to Orlando’s homeless population and how to attain those services</li> <li>Identify homeless individuals in the service area</li> <li>Any persons who are interested in services or who appear to be new in the downtown area will be referred to existing services specializing in assisting homeless individuals</li> </ul>

- Document all interactions in the SMART System in order to track the number of interactions

#### REPORTING

Ambassadors document their activities and accomplishments in the field, using the SMART System in order to track:

- All tasks to substantiate activity. The SMART System will capture when and where activities are taking place in order to best deploy resources.
- Engagement with each homeless person or panhandler in order to track collective interactions
- Incident Reports to document activities deemed to be out of the ordinary
- Ambassadors will help support a well maintained environment by reporting any maintenance issues in the public right of way to include things such as burned out lights or damaged public infrastructure, such as benches and trash cans
- The CRA may request reports from Block by Block regarding Ambassador program activities as it deems necessary

#### OTHER DUTIES AS ASSIGNED

- Ambassadors may be called upon by the CRA to perform a wide variety of additional duties, which could include tasks that further improve engagement with the community or being present during community events.
- Ambassadors will support a clean downtown Orlando by picking up isolated pieces of litter and taking ownership to react when there is a cleaning/maintenance issue requiring reporting or reacting
- Will work in a collaborative manner, as directed by Executive Director of the CRA (or his designee), with Downtown Information Center Manager/Economic Development Coordinator and Downtown Facilities Supervisor.

## POSITIONS ASSIGNED

#### AMBASSADORS

- Ambassadors will be responsible for maximizing visibility throughout the entire CRA service area and those areas of concentration by using foot or bike
- Each Ambassador will be trained to identify and proactively interact with a variety of ‘publics’, which might include residents, merchants, office workers, visitors, homeless persons, panhandlers, transients and partner agencies
- Ambassador’s primary role is to have a service mentality in greeting and helping each of the various ‘publics’ they encounter.
- Ambassadors will be trained to never become overly involved in any situation and will be responsible for observing and reporting
- All normal and abnormal activities occurring through the Ambassadors shift will be documented in the SMART System. The SMART System will be utilized to determine patterns of activities in order to support stakeholders in developing strategies for reinforcing positive perceptions and addressing negative ones.
- Ambassadors will be trained in Block by Block’s proven process for preparing friendly people to be

Ambassadors, which could include customized training from the CRA or its partners specific to working in downtown Orlando.

#### **OUTREACH AMBASSADORS (OUTREACH WORKERS)**

- Outreach Ambassadors will identify those in need, including the homeless and the areas they gravitate toward. Outreach Ambassadors will direct them to services and agencies to meet their needs and work toward establishing mutual respect.
- Outreach Ambassadors will work to maintain relationships with existing community partners and City, County, and state agencies in an effort to respond to the needs of persons experiencing homelessness.
- Outreach Ambassadors will patrol the Service Area to locate and reach out to those in need as well as to direct those in public spaces to services or more suitable locations.
- Outreach Ambassadors will observe and report while on patrol unwanted behaviors and activity and report to Safety Ambassadors via two-way radios.
- Outreach Ambassadors will capture reporting metrics related to their activities as directed by the CRA, including tracking of information through HMIS, as available and authorized.

#### **TEAM LEADERS**

- Team Leaders will serve as working supervisors and be responsible for those Ambassadors assigned to their shift
- Team Leaders will ensure quality by making sure all Ambassadors on their shift are on-task and will document observations of their Ambassadors in the SMART System's supervisor module
- Team Leaders will also provide support to their Ambassadors by guiding them through the handling and interaction of unusual situations
- Team Leaders will support the training function by actively participating in the training of new and existing Safety Ambassadors (ongoing training)

#### **OPERATIONS SUPERVISOR**

- The Operations Supervisor will serve as the daily liaison between the social service organizations within the City of Orlando and the dedicated Outreach Ambassadors to connect those in need with services.
- The Operations Supervisor will assist the Operations Manager with quality assurance of the Ambassador team's overall performance.
- The Operations Supervisor will participate in a weekly meeting with the designated CRA representative for the purposes of Outreach planning.
- The Operations Supervisor will provide a written report or summary not less than monthly of outreach measurements in the previous period. The report format will be mutually developed and to the reasonable approval of the CRA.

#### **OPERATIONS MANAGER**

- The Operations Manager will serve as the daily liaison between the Community Redevelopment Agency of the City of Orlando and Block by Block
- The Operations Manager will be the primary local driver of quality assurance of the Ambassador team's

overall performance

- The Operations Manager will participate in a weekly meeting with the designated CRA representative for the purposes of operational planning.
- The Operations Manager will provide a written report or summary not less than monthly of operations in the previous period. The report will be mutually developed and to the reasonable approval of the CRA.
- The overall strategy agreed upon by Block by Block and the CRA of Orlando will be carried out on a daily basis by the Operations Manager, under the direction of Block by Block's corporate staff
- Reporting at a frequency determined by the CRA of Orlando will be carried out by the Operations Manager

## DEPLOYMENT SCHEDULE

In order to provide maximum accountability and help us allocate resources, we're proposing the following deployment schedule.

SCHEDULE	
Added Safety	72.00
Safety Ambassador	432.00
Team Leader	112.00
Outreach Workers	80.00
Operations Supervisor	40.00
Operations Manager	40.00
Weekly Total	776.00
Annual	40,352.00
<b>FTE Employees</b>	<b>19.40</b>



**All Season Deployment**

Position	Task	Hours	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Safety Ambassadors	Walking or Bicycle Patrol	7am - 3:30pm	8	8	8	8	8	8	8	56
		7am - 3:30pm	8	8	8	8	8	8	8	56
		7am - 3:30pm	8	8	8	8	8	8	8	56
		7am - 3:30pm	8	8	8	8	8	8	8	56
		7am - 3:30pm	8					8	8	24
	Walking or Bicycle Patrol	2:30pm - 11pm	8	8	8	8	8	8	8	56
		2:30pm - 11pm	8	8	8	8	8	8	8	56
		2:30pm - 11pm	8	8	8	8	8	8	8	56
		2:30pm - 11pm	8	8	8	8	8	8	8	56
		2:30pm - 11pm				8	8	8	8	32
Outreach Ambassadors	Outreach Engagements	7am - 3:30pm (Flex)	8	8	8	8	8			40
		2:30pm - 11pm (Flex)			8	8	8	8	8	40
Team Leader	Patrol and Supervision	7am - 3pm	8	8	8	8	8	8	8	56
		3pm - 11pm	8	8	8	8	8	8	8	56
Operations Supervisor	Outreach & Supervision	FLEX	8	8	8	8	8			40
Operations Manager	Working Manager	FLEX			8	8	8	8	8	40
			<b>104</b>	<b>96</b>	<b>112</b>	<b>120</b>	<b>120</b>	<b>112</b>	<b>112</b>	
<b>Total Scheduled Weekly Hours</b>										<b>776</b>

Block by Block and the CRA will collaborate on a frequent basis, not less than monthly, to evaluate upcoming events and making scheduling adjustments to best allocate resources to maximize visibility and engagement.

It shall be the sole discretion of the CRA as to locations, the number of staff, and hours of service needed. The CRA reserves the right to add other possible locations and to change the required hours of service during the term of the contract.

It is recognized that there may be months during the contract period where the services and number of hours worked may be reduced due to weather conditions or other circumstances and other months where additional hours or service may be needed due to downtown events or other circumstances. The CRA may choose to “bank” any hours of service which are not used during a monthly cycle and apply these “banked” hours to a future monthly cycle. Any “banked hours” will be used for service within the specified service area and will be provided for no additional payment. Block by Block will maintain records of all hours worked and submit monthly summaries of hours worked, cost per hour, tasks performed and “banked” hours available for future use. At the conclusion of the agreement any owed hours will be reconciled with reimbursement made to either party.

## SPECIAL ASSIGNMENTS AND ASSIGNMENT OF PERSONNEL

The Orlando CRA may at its discretion request additional resources to meet obligations and objectives.


- Requests for additional staffing should be made with 48 hours' notice
- No overtime may be charged to the CRA without the consent of the CRA
- The Orlando CRA reserves the right to demand that the provider relieve an employee from their position on the Ambassador team and/or ban the employee from further service under the contract at the sole discretion of the Orlando CRA.
- The Orlando CRA will be provided with the opportunity to engage and interact with potential key personnel, to include the designated Operations Manager or Operations Supervisor, in order to provide feedback on the candidate's qualifications and experience as it relates to the position they are being considered for.


## EQUIPMENT

Having the right equipment is essential to being as productive and as visible as possible for the Community Redevelopment Authority of the Orlando's Ambassador Program. Utilizing the proper equipment enables our Ambassador team to maximize their visibility and frequency of engagement.



Block by Block provides equipment as part of our Ambassador programs. The CRA of Orlando will be billed monthly for the usage of equipment, which is owned by Block by Block. The cost of maintenance and upkeep is included in the monthly rental amount. The list of this equipment is as follows:

### SAFETY AND HOSPITALITY RELATED EQUIPMENT

EQUIPMENT	OVERVIEW	SAMPLE
<b>Police Edition Bicycles</b>  <b>(6)</b>	<p>Block by Block has seen the evolution of bicycle usage in many of our districts. When we first started providing services over 20 years ago, most of our districts lacked pedestrian traffic and the bicycle was used as the primary patrol vehicle of choice. Their ability to cover large distances was an essential part of their role in our cities.</p> <p>Today they are still used to patrol large areas of the district, however are increasingly being used by our Ambassadors to get from Point A to Point B and begin a walking patrol. They are often used by supervisory staff to perform quality assurance checks. We are recommending 6 bicycles for the downtown Orlando Ambassador Program.</p>	

<b>Patrol Truck</b> <b>(1)</b>	Block by Block will utilize a small branded truck wrapped with CRA of Orlando logos and colors. The truck will allow us to provide visibility through the entire service area.	
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## COMMUNICATIONS RELATED EQUIPMENT

EQUIPMENT	OVERVIEW	SAMPLE
<b>2-Way Radios</b> <i>(17 two way radios)</i>	Even with all of the technological advances of the last ten years, we've still found that the 2-Way Radio is the best communication device for the Ambassadors to use amongst the team. The radios that we're recommending for downtown Orlando, will be digital which enables to further expand the network. For example, our program in Minneapolis was able to link private security entities together to form a larger radio network.	
<b>iPhones for SMART System</b> <i>(10 devices)</i>	All Ambassadors in downtown Orlando will be equipped with Block by Block's SMART System, which will be run on the iOS platform. This system allows us to track metrics from the field using iPhones. For more information on each of the SMART System's capabilities, please refer to the reporting section of this proposal.	
<b>Cell Phones</b> <i>(3 devices with</i>	In addition to the eight SMART System Devices that will be used by Ambassadors in downtown Orlando, there will be two devices, which will have phone and data plans in order	

<b>data plans)</b>	<p>for CRA staff and downtown Orlando stakeholders to reach the team. The following positions will cell phones:</p> <ul style="list-style-type: none"> <li>▪ <b>Operations Manager</b> – would have a dedicated iPhone, and would be required to respond to program needs during working and non-working hours.</li> <li>▪ <b>Operations Supervisor</b> – would have a dedicated iPhone and would be required to respond to program needs during working and non-working hours.</li> <li>▪ <b>Team Leader Phone (shared phone)</b> – will be carried by the on-duty Team Leader. Since this phone is carried by someone on duty at all times this number will be established as the ‘hot line’, which stakeholders can call to communicate and coordinate with the Ambassador program.</li> </ul>	
<p><b>Computers &amp; Printer</b></p> <p><i>(2 computers and 1 shared printer)</i></p>	<p>Would be provided for :</p> <ul style="list-style-type: none"> <li>▪ Operations Manager</li> <li>▪ Operations Supervisor</li> </ul>	

## UNIFORMS

The following uniform elements will be provided to each employee with quantity:

- Short sleeve shirts (w/ CR A branding and logos) - 6
- Long sleeve shirts (w/ CRA branding and logos) – 2
- Three season jackets (w/ CRA branding and logos) – 1
- Uniform shorts
- Uniform pants – 4
- Baseball style hats (w/ CRA branding and logos) – 2
- Gloves – 2
- Uniform belt – 1
- Duty belt – 1
- Pouch for maps and guides – 1
- Water bottle holder – 1
- First aid kit – 1
- Name badge/identification - 1

## PERSONNEL

### BACKGROUND AND DRUG SCREENING

All applicants to Block by Block Programs must pass a background screen. Block by Block based on findings in the background investigation will disqualify any candidates displaying specific instances, or patterns of, questionable behavior. Elements of this background investigation will include the following:

- A federal background check
- State background check of any jurisdictions the applicant has worked or lived in during the previous seven years
- Social Security trace
- Social media Inquiry
- Pass a medically certified six-panel drug screen

### WORKPLACE GUIDELINES

The following guidelines will be applied to all Ambassadors as part of this program:

- It is the responsibility of the Ambassadors to report to work on time and leave at the scheduled time as agreed upon
- While on duty all Ambassadors must be neatly dressed in uniform and follow professional standards of uniform appearance, grooming and hygiene.
- All Ambassadors will carry a two way radio in order to contact other team members and their supervisor
- No computers, laptops, cell phones, headphones, radios, tablets, or televisions are allowed to be used by Ambassadors while on duty
- Ambassadors are not allowed to modify their schedules unless they have received prior authorization from their supervisor or Operations Managers.
- The ambassadors are not permitted to leave the CRA boundaries while on duty.
- Ambassadors are not allowed to enter private property while on duty unless prior authorization was received or on a regular business check.
- Ambassadors are not to have any visitors present while on duty unless the visitor is directly involved with Block by Block.
- The use of illegal drugs and the drinking of alcoholic beverages while on duty is not permitted.
- Except as necessary to assist a person who is injured or in immediate danger, Ambassadors shall not touch any person as part of their duties under this Scope of Services.



## COMMITMENT TO CUSTOMER SERVICE

Ambassadors need to be aware that they will be interacting daily with the general public and various kinds of people (concertgoers, families, locals, office workers, shoppers and tourists). Quality customer service is the highest goal for the Orlando CRA. The ambassadors are expected to conduct themselves in a prudent, courteous and ethical manner at all times and during all situations while on duty.

## REPORTING & TECHNOLOGY

Every Ambassador will utilize an iPhone with the SMART System loaded to it. This will allow them to enter their data in the field as opposed to tallying data by hand at the end of the shift. This allows us to gather specifics of the stats such as the specific time the activity took place, the specific Ambassador entering the information and exact location of where the activity occurred, making the stats as we like to refer to them as 'SMART'.

The following functions of the SMART System will be provided:

1. **Basic Activity Tracking** - of the routine tasks completed by Ambassadors through the course of their shift. This might include engagements with the public, directions given, business contacts made, etc. Based on activities entered there are a wide variety of reports can be generated to filter date, time location, zone, etc. All activities will be plotted using mapping to identify trends.
2. **Incident Reporting** - to effectively communicate details of anything taking place that is considered to be out of the ordinary
3. **Maintenance Tracking** – will allow the Ambassadors to document any abnormal conditions in the public right of way to include graffiti (private or public property), broken trash cans, benches, utility boxes, etc.
4. **Interaction Tracking** – to track all persons in need of services, interactions with the Ambassador team and social services agencies under the POI tab.

All categories of metrics and reporting items may be customized to the specific needs of the Orlando CRA. Block by Block's dedicated project team to include our SMART System Project Manager will be available to help in best configuring the metrics that would be most meaningful to the Orlando CRA allowing the Orlando CRA can request reports of Block by Block as it deems necessary.

## BUDGET

Based on our understanding of the safety related needs of downtown Orlando we are recommending the following budget. This operating budget is inclusive of all specified staffing (payroll, related taxes), benefits, equipment and intensive management support from Block by Block.

	Added Safety	Safety Ambassador	Team Leader	Outreach Workers	Operations Supervisor	Operations Manager
<b>Pay Rate</b>	\$ 13.25	\$ 13.25	\$ 16.25	\$ 15.25	\$ 27.88	\$ 33.41
FICA	\$ 1.01	\$ 1.01	\$ 1.24	\$ 1.17	\$ 2.13	\$ 2.56
WC	\$ 0.85	\$ 0.85	\$ 1.05	\$ 0.98	\$ 1.80	\$ 2.15
Liability	\$ 0.44	\$ 0.44	\$ 0.54	\$ 0.50	\$ 0.92	\$ 1.11
Unemployment	\$ 0.26	\$ 0.26	\$ 0.32	\$ 0.30	\$ 0.54	\$ 0.65
Annual Hours	3,744.00	22,464.00	5,824.00	4,160.00	2,080.00	2,080.00
<b>Annual Billing</b>	\$ 59,202.19	\$ 355,213.12	\$ 112,943.38	\$ 75,709.30	\$ 69,205.74	\$ 82,932.71
Overhead	\$ 2.24	\$ 2.24	\$ 2.24	\$ 2.24	\$ 2.24	\$ 2.24
Benefits	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80
Profit	\$ 1.82	\$ 1.82	\$ 1.82	\$ 1.82	\$ 1.82	\$ 1.82
<b>Bill Rate</b>	\$ 21.67	\$ 21.67	\$ 25.25	\$ 24.06	\$ 39.13	\$ 45.73
Weekly Hours	72.00	432.00	112.00	80.00	40.00	40.00
Annual Hours	\$ 3,744.00	\$ 22,464.00	\$ 5,824.00	\$ 4,160.00	\$ 2,080.00	\$ 2,080.00
<b>Annual Billing</b>	\$ 81,139.45	\$ 486,836.71	\$ 147,068.01	\$ 100,084.04	\$ 81,393.11	\$ 95,120.08
<b>Monthly Services</b>						\$ 82,636.78
<b>Monthly Equipment Rental</b>						
Vehicle (1) and Related Expenses						\$ 1,462.50
Bicycles (6)						\$ 141.01
Digital Two Way Radios (17)						\$ 332.95
Two Way Radio Repeater (1)						\$ 178.62
Desktop Computer (2 computers, 1 printer)						\$ 131.61
Lockers and Break Room Furnishings						\$ 47.00
<b>Total Monthly Billing</b>						\$ 84,930.48
<b>TOTAL ANNUAL BILLING</b>						\$ 1,019,165.77

### BUDGET NOTE:

1. The costs of uniforms and cell phones (two of which will have full data plans) are captured in the line item titled 'overhead'.
2. The only program element NOT included in the above pricing is for the Ambassador Program's base of operations. In most cases our customer is able to identify space at a free or deeply reduced cost through their relationships. Block by Block will remain highly flexible as to where the CRA is able to identify space.
3. With respect to the position of Safety Ambassador, the parties acknowledge and agree that the Pay Rate of \$13.25 is a blended rate of the actual pay range for such position by the Contractor, which ranges from \$12.50 to \$13.75 based upon experience and performance. Notwithstanding the actual Pay Rate a particular Safety Ambassador receives from Block by Block, the CRA will be billed the above specified Bill Rate of \$21.67 per hour for all Safety Ambassadors.



4. Block by Block's standard policies with respect to Overtime, Holiday Time, and Personal Time Off (PTO) used during the initial term of the Agreement shall continue to apply during the Extension Period as follows:
  - a. Overtime worked by hourly employees of Block by Block will be charged to the CRA at 1.5 times the Bill Rate for such employee's position. No overtime shall be paid by CRA for salaried positions. For purposes of this Agreement, overtime shall be calculated solely on regular hours actually worked and shall not include holiday time or personal time off.
  - b. Holiday time worked by hourly employees of Block by Block will be charged to the CRA at 2.0 times the Bill Rate for such employee's position for full time employees and 1.5 times the Bill Rate for part-time employees. No holiday time shall be paid by CRA for salaried positions. For purposes of this Agreement, holidays shall consist of only the following six (6) days: Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
  - c. Personal time off (PTO) taken by hourly employees of Block by Block assigned to the Agreement with the CRA shall be charged to the CRA at 1.0 times the Bill Rate for such employee's position. Notwithstanding the preceding, a maximum of 40 hours per year, per employee, may be charged to the CRA for an hourly employee taking PTO that has been employed by Block by Block to work on the Agreement with the CRA for a minimum of one year but less than three years, and a maximum of 80 hours per year, per hourly employee, may be charged to the CRA for an employee taking PTO that has been employed by Block by Block to work on the Agreement with the CRA for three or more years. No PTO shall be paid by CRA for salaried positions.