



AB

MEETING NOTICE

Meeting Location: Orlando City Hall, Veteran's Conference Room, 2nd Floor

Welcome

We are glad you have joined us for the December 1, 2021 CRA Advisory Board meeting. In response to the COVID-19 pandemic social distancing efforts, we encourage members of the public to participate by watching the virtual meeting online or listening by phone and providing live public comment or submitting written public comment in advance. Options to watch and participate in the meeting while it is occurring is available on orlando.gov/virtualmeetings.

The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

The City of Orlando encourages courteous, civil discourse in online settings. Persons making public comment are asked to conduct themselves with the same rules of decorum as they would in a traditional public meeting.

Live Public Comment

- [Join the live virtual meeting](#)

Call into the virtual meeting by dialing any of these phone numbers:

- 312.626.6799
- 312.626.6799
- 929.205.6099
- 253.215.8782
- 301.715.8592
- 346.248.7799
- 669.900.6833

Once dialed-in and prompted, enter the Webinar ID: 874 7688 1353

- Use the "Raise Hand" feature to request to speak when prompted (or dial *9 if on the phone)
- Wait to be recognized (either by name or by the last 4 digits of your phone number)
- Provide name and address when called upon

Written Public Comment

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City

Clerk, Public Comment 400 South Orange Avenue Orlando, FL 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

Anyone requiring assistance to participate in this virtual meeting should contact the City Clerk's Office as soon as possible at 407-246-2251 or cityclerk@orlando.gov

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes - Approval of October 27, 2021
4. Public Comment
5. New Business
 - a. Memorandum of Understanding between Orange County, the CRA, and the City of Orlando Regarding a Cultural Arts Master Plan – Mary-Stewart Droege, Project Manager
 - b. Amendment Two to Agreement with Mydatt Services, Inc. d/b/a Block by Block – Walter Hawkins, Director of Urban Development
 - c. Contract between the City, CRA, and Perkins & Will Architects, Inc. related to Master Planning Services – David Barilla, Assistant Director
 - d. Lease Termination Agreement-One North Rosalind Avenue – David Barilla, Assistant Director
 - e. Budget Amendment One Fiscal Year 2020-2021 – Victoria Nguyen, Fiscal Manager
6. Date of Next Meeting
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

Downtown Development Board/Community Redevelopment Agency
Orlando City Hall, 6th 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: Jamie Barati, Chair
Monica McCown, Vice Chair
Eugene Jones
Doug Taylor
Commissioner Victoria Siplin

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

DATE: December 1, 2021

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, December 1, 2021.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the October 27, 2021 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:

New Business:

a. **Memorandum of Understanding between Orange County, the CRA, and the City of Orlando Regarding a Cultural Arts Master Plan – Mary-Stewart Droege, Project Manager**

Arts and Culture are important and fundamental components of a thriving urban environment. They provide economic impact, contribute to the local market by generating jobs and spending, bringing visitors, and make urban places attractive to businesses and their employees. They also contribute to quality of life, building local identity, connecting people, preserving history, and providing memorable experiences. Moreover, they foster individual development, spur creativity and imagination, expand perspective and generally improve communities. As Downtown Orlando continues to evolve, developing its identity and character, it should also strive to have arts and cultural offerings for everyone.

In 2019/2020, Terry Olson, Director of Orange County Arts and Cultural Affairs approached City and CRA staff to discuss potential collaboration and cost-sharing of a joint City-County Cultural Arts Plan (Cultural Arts Plan). The need for a such a cultural arts plan is clearly identified in *Chapter 4-D. Art and Culture* of the 2015 Downtown Orlando Community Redevelopment Area Plan, the DTOutlook, stating that the CRA should support creation of a downtown arts and cultural master plan to ensure that future arts efforts are coordinated and provide for a balanced array of artistic offerings.

The attached Memorandum of Understanding (MOU) between Orange County, the City of Orlando, and the CRA, identifies the parties' desire to create a County/City-wide Cultural Arts Plan to, amongst other things, establish a process for sustainable development and growth of the arts, conduct a comprehensive arts inventory and analysis, determine suitable sites for art and art venues, determine ways to enhance diverse and inclusive participation and representation, create a local and regional framework for arts funding, and develop a process for building strategic partnerships. The parties also agree that the Cultural Arts Plan will have a focus on the downtown CRA and include a stand-alone downtown component, with a downtown specific arts inventory and downtown specific recommendations.

It is anticipated that the cost of the plan will be \$250,000. As detailed in the MOU, the City of Orlando will contribute \$25,000 and the CRA will contribute \$100,000. Orange County will fund \$125,000 and assume any costs in excess of the jointly funded \$250,000. The City and CRA will also be able provide RFP development input, and if not accepted, the City and CRA can withdraw from the MOU without penalty. The CRA's Executive Director will also appoint two (2) persons to serve as RFP procurement committee members and the City and CRA shall also have the opportunity to provide input into the negotiation of the contract with the selected consultant.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the Memorandum of Understanding between Orange County, Florida, the City of Orlando, Florida, and the Community Redevelopment Agency of the City of Orlando regarding a Cultural Arts Master Plan, subject to review and approval of the City Attorney's Office, and authorization for the Chair and Executive Director to execute the MOU.

b. Amendment Two to Agreement with Mydatt Services, Inc. d/b/a Block by Block – Walter Hawkins, Director of Urban Development

In July of 2018, the CRA contracted with Block by Block to provide a hospitality and safety focused Downtown Orlando ambassador program through June of 2020. Through an amendment to the agreement approved last year, additional safety ambassador hours and new outreach workers to circulate throughout the downtown CRA Area were added to the scope of work and the term extended through January of 2022. This second amendment extends the agreement for an additional 6 months, through July of 2022 (with a possible additional up to 3 month extension) to allow for completion of a competitive procurement without a gap in services.

Staff recommends that the CRA Advisory Board recommend to the CRA approval of the Amendment Two 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 and any extensions thereto.

c. Contract between the City, CRA, and Perkins & Will Architects, Inc. related to Master Planning Services – David Barilla, Assistant Director

The Community Redevelopment Agency (CRA) is authorized to conduct studies and have plans created to carry out the CRA's redevelopment purposes and its Redevelopment Plan (DTOutlook). An RFQ was issued for master planning services in order to assist the CRA

with the implementation of various goals of the DTOutlook, including assessing opportunities for transforming the one-way streets in Downtown Orlando into two-way streets in a manner that places emphasis on improved pedestrian accessibility and balanced use of all modes and studying opportunities for major corridors throughout Downtown to become more livable roadways that better accommodate the needs of all modes.

In early 2021, Perkins & Will Architects, Inc. was selected as the top ranked firm to complete the Downtown Master Plan which will focus on the downtown core with a concentration on the three systems that address how downtown functions at the street level (mobility, uses, spaces). The general study area boundaries will be Colonial Drive (SR 50) to the north, Gore Street to the south, Delaney Avenue, Rosalind Avenue and Magnolia Avenue to the east and Hughey Avenue to the west.

The proposed implementation plan will establish strategies for improving multi-modal transportation options, including an analysis of going from one-to-two ways along Orange and Magnolia Avenues as well as the expansion and improvement of the public spaces, and the development of festival streets and gateways, along with economic vitality approaches through the strategic implementation of commercial and public benefit uses. Also, as part of this process Lymmo and its operations will be analyzed.

The initiative is anticipated to commence in late 2021 and conclude in December of 2022. The contract amount is \$1,292,188.00.

Staff recommends that the CRA Advisory Board recommends to the CRA approval and authorization of the Chief Procurement Officer to execute a contract with Perkins & Will Architects, Inc. and the City of Orlando. The final negotiated agreement will be subject to review and approval by the City Attorney's Office.

d. Lease Termination Agreement-One North Rosalind Avenue – David Barilla, Assistant Director

In June of 2020, the CRA entered into an agreement with the Trust for Public Land, Inc., (TPL) and the Orlando Land Trust (OLT) related to the purchase of the property located at the Northeast corner of Central Boulevard and Rosalind Avenue. The Property was conveyed from the Murrell Legacy, LLC (Murrell) to TPL and from TPL to the CRA for long term use as public park and open space, subject to an existing lease with 7-Eleven, Inc. (Lease). As part of the purchase transaction, a Lease Cancellation Agreement was entered into by Murrell, TPL and 7-Eleven, Inc., whereby the parties agreed to a date of cancellation of June 30, 2023 and a termination fee of \$250,000 as set forth in the Lease (Lease Cancellation Agreement). As 7-Eleven, Inc. has ceased its operations at this location, it has requested that the Lease be cancelled December 31, 2021 for a reduced fee of \$175,000. This Lease Termination Agreement sets forth the new date and fee and nullifies the prior Lease Cancellation Agreement. This earlier cancellation will enable the CRA to convert the land to its intended use as public park and open space in a shorter timeframe, thereby benefitting the public.

Staff recommends that the Advisory Board recommends to the CRA that it approve the Lease Termination Agreement, subject to the review and approval of the City Attorney's Office, authorize the Chair and Executive Director to execute the Agreement, and authorize the payment of the \$175,000 reduced Termination Fee to 7-Eleven, Inc., in accordance with such

Agreement.

e. **Budget Amendment One Fiscal Year 2020-2021 – Victoria Nguyen – Fiscal Manager**

The CRA is seeking approval to recognize additional revenue in the FY 2020-2021 budget and allocate funding towards specific projects and line items as set forth in the resolution. Staff requests that the CRA Advisory Board recommend to the CRA approval of the Community Redevelopment Budget Amendment One and Budget Resolution One, amending the 2020-2021 Community Redevelopment Agency budget as stated in the resolution.

Date of Next Meeting: The next CRA Advisory Board meeting will be held January 26, 2022 at 3:00 pm

Adjournment



The regularly scheduled meeting of the Community Redevelopment Agency Advisory Board was held on Wednesday, October 27, 2021 at City Hall, 400 South Orange Avenue, City Hall, Second floor, Veterans Conference Room, 400 South Orange Avenue, Orlando, Florida. Jamie Barati called the meeting to order at 3:13 p.m. noting a quorum was present.

MEMBERS PRESENT: Jamie Barati, Chair
 Monica McCown, Vice Chair
 Eugene Jones
 Doug Taylor
 Commissioner Victoria Siplin

MEMBER ABSENT: Doug Taylor

STAFF PRESENT: David Barilla, Assistant Director
 Walter Hawkins, Director of Urban Development
 Christel Brooks, Fiscal Coordinator
 Liz Nigro, Senior Administrative Assistant
 Stacey Adams, Assistant City Attorney
 Kelly Allen, Marketing and Communications Manager
 Nicole Sisson, Interactive Media Coordinator
 Michael Whiteman, Economic Development Coordinator III
 Victoria Nguyen, Fiscal Manager
 Rondale Silcott, Downtown Facilities Supervisor
 Chelsey Parrish, Event Coordinator
 Mark Rendini, Operations Manager for Block by Block

Approval of Minutes

- a. A motion was made by Victoria Siplin and seconded by Monica McCown to approve the September 22, 2021 meeting minutes of the CRA Advisory Board meeting. The motion carried unanimously.

Public Comment: None.

New Business:

- a. **High Wage High Value Funding Agreement: Sightplan Inc. – Michael Whiteman, Economic Development Coordinator**

On April 17, 2006, the Community Redevelopment Agency (CRA) approved the High Wage/High Value Job Creation Program for the purpose of locating targeted industries and targeted headquarters with high-value jobs to Downtown Orlando. In 2021, the program was amended to offer three incentives; Job Creation Incentive, Downtown Living Incentive, and Public Transportation Incentive. Total incentives are payable up to \$4,000.00 per job.

SightPlan, Inc. is a software company that provides multifamily management and resident service software designed to help apartment communities optimize operations. SightPlan, Inc. headquarters is currently located in Downtown Orlando and the organization was founded in 2013.

SightPlan, Inc. plans to create 19 new high-value jobs over five (5) years with an average annual wage of \$85,000, which is more than 150% of the average annual private-sector wage in Orange County. SightPlan's total capital investment is estimated to be \$111,157 in the build-out and equipment in 2021. The total funding amount that SightPlan, Inc. is eligible for is \$47,500.00.

Staff requested that the CRA Advisory Board recommend to the CRA, approval of the High Wage/High Value Program Funding Agreement between the CRA and SightPlan, Inc., and authorizing the Chairman of the CRA and the Executive Director of the CRA to execute the Agreement, subject to the review and approval by the City Attorney's Office, and approving expenditures from the Downtown Orlando Community Redevelopment Area Trust Fund in the amount of up to \$66,500.00 in High Wage/High Value Job Creation Program funding for SightPlan, Inc.

David Swanson noted that the amount in the agenda provided to the board prior to the meeting was \$47,500 and Michael Whiteman confirmed that the amount requested and to be included in the agreement was \$66,500.

Jamie Barati declared a conflict.

A motion was made by Monica McCown and seconded by Eugene Jones to recommend the CRA approval of the High Wage/High Value Program Funding Agreement between the CRA and SightPlan, Inc., subject to review and approval by the City Attorney's Office and authorize Chairman and Executive Director to execute such Agreement. The motion carried 4-0, with Jamie Barati abstaining.

Next Meeting

The next scheduled meeting of the Community Redevelopment Agency Advisory Board is Wednesday November 17, 2021, at 3:00 p.m.

Adjournment

There being no further business to come before the Community Redevelopment Agency Advisory Board, Chair Jamie Barati adjourned the meeting at 3:20 p.m.



Walter G. Hawkins
Director of Urban Development



Liz Nigro
Senior Administrative Assistant

MEMORANDUM OF UNDERSTANDING
between
**ORANGE COUNTY, FLORIDA, CITY OF ORLANDO, FLORIDA, AND THE
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO,
FLORIDA**
Regarding
A Cultural Arts Master Plan

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2021, (“Execution Date”) by and between Orange County, Florida, a charter county and a political subdivision of the State of Florida (“County”), the City of Orlando, a municipal corporation existing under the laws of the State of Florida (“City”), and the Community Redevelopment Agency of the City of Orlando (“CRA”), a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes.

RECITALS:

WHEREAS, the CRA’s Downtown Orlando Community Redevelopment Area Plan, the DTOutlook, specifically states that the CRA should support creation of a downtown arts and cultural master plan to ensure that future arts efforts are coordinated and provide for a balanced array of artistic offerings; and

WHEREAS, the City and County seek to develop a comprehensive arts plan to elevate the status of Central Florida’s arts and culture to that befitting a world-class community; and

WHEREAS, the County, the City, and the CRA have identified individual and collective agency and community benefits for jointly participating in the creation of a cultural arts master plan (“Cultural Arts Plan”); and

WHEREAS, the County, the City, and the CRA desire to hire a consultant to assist the agencies in creating the Cultural Arts Plan; and

WHEREAS, the parties agree that the creation of this Cultural Arts Plan and engagement of the services of a consultant to assist with such plan serves a valid public purpose.

NOW, THEREFORE in consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by all parties, the parties hereby agree as follows:

Section 1. Preamble Incorporated. The foregoing recitals are true and correct and are incorporated herein as part of this MOU.

Section 2. Content of Cultural Arts Plan.

The parties desire to create a County/City-wide Cultural Arts Plan to, amongst other things,

establish a process for sustainable development and growth of the arts, conduct a comprehensive arts inventory and analysis, determine suitable sites for art and art venues, determine ways to enhance diverse and inclusive participation and representation, create a local and regional framework for arts funding, and develop a process for building strategic partnerships. The parties agree that the Cultural Arts Plan shall have a focus on the Downtown CRA (see map attached as Exhibit “A”) as a regional arts hub consistent with the CRA’s Redevelopment Plan (DTOutlook), the City Growth Management Plan (GMP) Cultural Arts Element, the City Future Land Use Element Goal 5, and other City and County arts related goals. The parties agree that the Cultural Arts Plan must have a stand-alone downtown component as part of the plan, particularly relating to the Cultural Corridor and including a Downtown-specific arts inventory and recommendations. The CRA and City must be included in all plan-related substantive administration, communication approaches and public meetings with the selected consultant throughout the contracting and creation of the Cultural Arts Plan, especially with respect to the downtown, the evolving cultural corridor and Main Streets Districts within the City. All parties shall have the right to review, provide edits, and approve the Cultural Arts Plan and its development at various points of completion, including at 75% and 100% report development thresholds, with at least 30 days for the final review.

Section 3. Consultant Selection Process. The parties hereby designate the County to be the lead agency to administer the procurement process for hiring of a consultant for assisting in the creation of the Cultural Arts Plan. The CRA and City shall have the ability to provide comments and suggested revisions to the County for the Request For Proposals (“RFP”) during its creation. County shall in good faith consider those comments and requested revisions and at its sole discretion may incorporate those comments and requested revisions into the final RFP. Should

the County elect to not incorporate such comments and requested revisions and the Parties not be able to agree on the form of the final RFP, the City and CRA shall have the right to terminate this MOU upon written notice to the County and shall not be obligated to provide the funding contemplated in Sections 4 and 5 herein. The County shall release the RFP and facilitate the selection of an award to a consultant for creation of the Cultural Arts Plan utilizing the County's procurement procedures for the award. The CRA's Executive Director shall appoint two (2) persons to serve as procurement committee members and the County shall appoint the additional members in accordance with Orange County Administrative Regulation 9.01.13. The City and CRA shall also have the opportunity to provide input into the negotiation of the contract with the selected consultant.

Section 4. Consulting Services. The parties agree on a budget of at least \$250,000.00 for the creation of the Cultural Arts Plan, with the County contributing half the budget and the City and CRA combined contributing the other half of the budget. The County will fund a minimum of one hundred twenty-five thousand dollars (\$125,000.00) towards the consultant costs related to creation of the Cultural Arts Plan. The City agrees to fund twenty-five thousand dollars (\$25,000.00) and the CRA agrees to fund one hundred thousand dollars (\$100,000.00) towards the consultant costs related to creation of the Cultural Arts Plan. Should the costs of creation of the Cultural Arts Plan be less than the full budgeted amount, the parties shall share in such savings on a pro-rata basis. Should the costs of creation of the Cultural Arts Plan exceed \$250,000.00, the County shall be responsible for such additional costs.

Section 5. Payments. As the County is administering the contract with the consultant, the City and CRA will provide their payments to the County in three (3) installments from the CRA and City with the first payments being fifty thousand dollars (\$50,000.00) and twelve thousand five hundred dollars (\$12,500.00), respectively. The first payments will be made within thirty (30) days of execution of the

agreement between the selected consultant and the County. The second and third payments from the CRA will each be twenty-five thousand dollars (\$25,000.00), and the second and third payments from the City will each be six thousand two hundred fifty dollars (\$6,250.00). The second payment will be made within thirty (30) days of completion of fifty- percent of the consultant's scope of work, and the third payment upon receipt of a final draft of the Cultural Arts Plan. The County will submit to both the City and the CRA a statement showing the costs and expenses incurred on a quarterly basis under the Cultural Arts Plan consulting agreement. Both the CRA and City shall have the right to review such invoices. Notwithstanding the foregoing, should the total costs of creation of the Cultural Arts Plan by the consultant, as evidenced by such invoices, be less than the budgeted \$250,000.00, within sixty (60) days of the consultant's submission of a final invoice, the County shall refund to the City and CRA their pro-rata portions of the unexpended portion of the funding provided herein.

Section 6. Staff and Services Contribution. Each party agrees to designate by name or title a representative for single-point communication and provide the staff and/or services in connection with the creation of the Cultural Arts Plan in order to reduce the direct expense of the consultant. The staff and/or services to be provided by each party are listed on the attached Exhibit "B." The name of the representative may be changed by written notice to all other parties at the addresses set forth below in paragraph 9.

Section 7. Books and Records/Audit: The County shall maintain books, records, and other evidence relating to the use of the funds provided by the City and CRA hereunder (hereinafter referred to as the "Books and Records") in accordance with generally accepted accounting principles, procedures and practices. The County expressly acknowledges that the City and CRA shall have the right to inspect, review, and audit the Books and Records from time to time for compliance with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of five (5) years after the

term of this Agreement.

Section 8. Term. This Agreement shall commence on the Execution Date and shall continue until acceptance of a final Cultural Arts Plan by all parties.

Section 9. Notices. Any notices required or allowed to be delivered hereunder shall be in writing and may be (1) hand delivered, (2) sent by recognized overnight courier, or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth below.

Orange County

Attention: Terry Olson, Director, Orange County Arts and Cultural Affairs
Office
P.O. Box 1393 Orlando, Florida 32802

With a copy to:

Orange County Administrator
P.O. Box 1393 Orlando, Florida 32802

City of Orlando

Attention: Economic Development Department Director
P.O. Box 4990 Orlando, Florida 32802

With a copy to:

City Attorney's Office
P.O. Box 4990 Orlando, Florida 32802

CRA

Attention: Thomas C. Chatmon, Jr., Executive Director
P.O. Box 4990 Orlando, Florida 32802

With a copy to:

City Attorney's Office
P.O. Box 4990 Orlando, Florida 32802

Section 10. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party, its official and employees from all claims, actions, losses, suits,

judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this MOU. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

Section 11. Schedule. The planned time period for working on the Cultural Arts Plan is approximately twelve (12) months. This time period will begin at the issuance of the RFP. During this time period, the contractual parties shall complete the scope(s), provide necessary RFP advertising, receive proposals, perform RFP evaluations, rank RFP respondents, make recommendations for selections of a consultant and make the award. Afterwards, the selected consultant shall perform the Study. Finally, the consultant shall make presentations to each of the parties.

Section 12. Assignment. Each party shall not assign or transfer any interest, rights, or duties under this MOU to any other party.

Section 13. Entire Agreement. This MOU contains the entire agreement between the parties regarding a Study consortium. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by any party. Any modifications, additions or amendments hereto must be in writing, signed by all parties.

Section 14. Venue. All claims, controversies, or disputes arising out of this MOU shall be settled as required by the MOU or by the law in the Ninth Judicial Circuit, Orange County, Florida.

Section 15. Attorney's Fees. In the event legal action is required under this MOU, each party and those acknowledging this MOU shall be responsible for their own attorney's fees and costs at trial and on appeal.

Section 16. Severability. If any sentence, phrase, paragraph, provision or portion of this MOU is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this MOU.

Section 17. Applicable Law. This MOU and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor
Date: _____

ATTEST: Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

CITY OF ORLANDO

By: _____

Buddy Dyer
Mayor

Date: _____

ATTEST:

Stephanie Herdocia, City Clerk
Date: _____

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the City of Orlando, Florida only.

Assistant City Attorney

Date: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____

Buddy Dyer
Chairman

Date: _____

ATTEST:

Thomas C. Chatmon, Jr.
Executive Director
Date: _____

APPROVED AS TO FORM AND LEGALITY

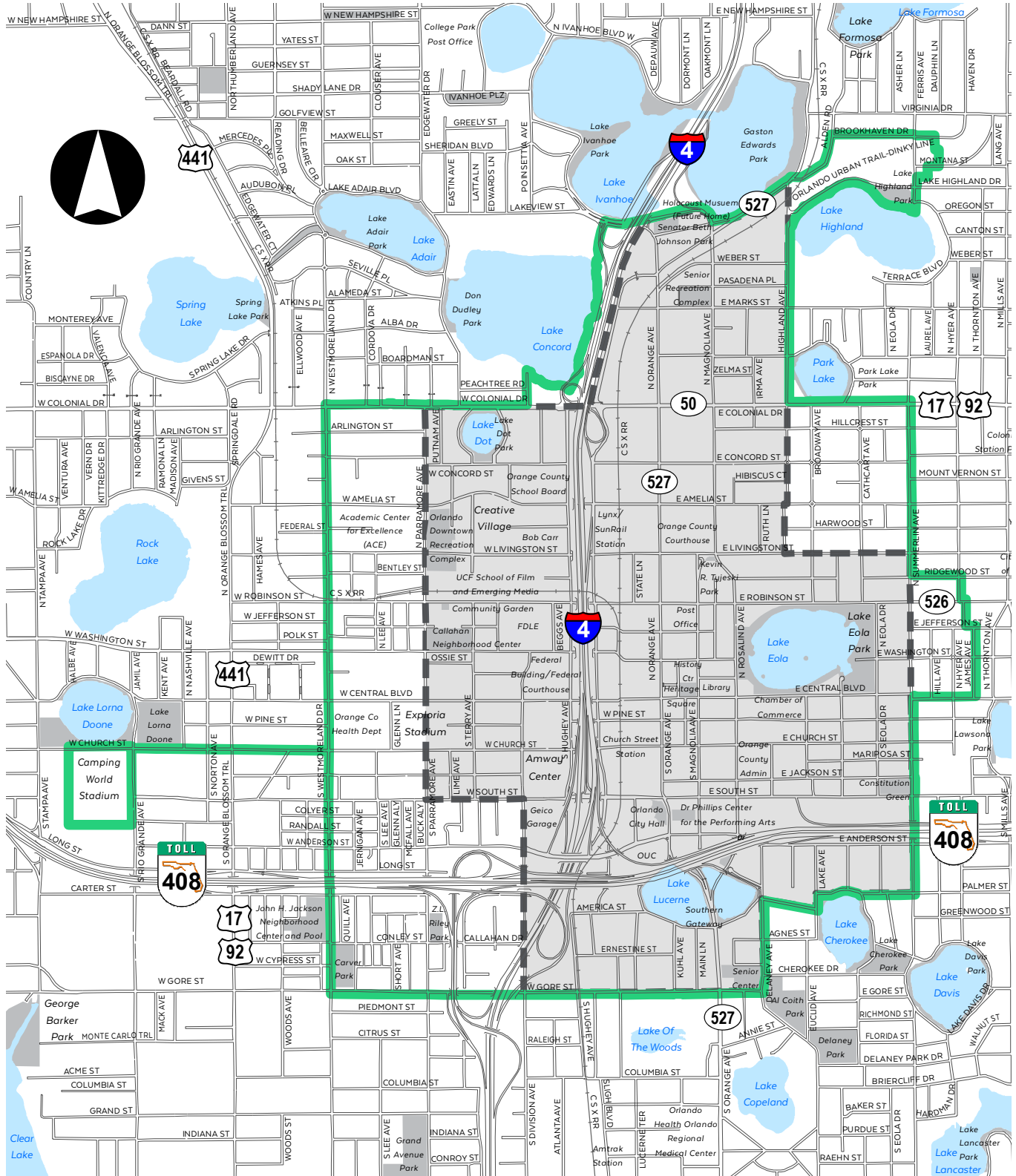
For the use and reliance of the City of Orlando, Florida only.

Assistant City Attorney

Date: _____

Exhibit “A”
MAP

EXHIBIT A



Downtown Orlando
Community Redevelopment Area
Downtown Development Board Area



EXHIBIT “B”

STAFF AND SERVICES TO BE PROVIDED BY THE PARTIES

County	Procurement staff to prepare and issue the RFP, three selection committee members, and at least one professional staff person to review documents, attend meetings and provide input as requested.
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City	One selection committee member and at least one professional staff person to review documents, attend meetings and provide input as requested.
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CRA	One selection committee member and at least one professional staff person to review documents, attend meetings and provide input as requested.
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AMENDMENT TWO

THIS AMENDMENT (“Amendment”), effective as of the ____ day of _____, 2021 (“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 and as amended by the parties pursuant to Amendment One, dated June 28, 2020 (“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 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 February 1, 2022 through July 31, 2022 (“Extension Period”). The Agreement may, by mutual written agreement of the parties, be extended for an additional three (3) month period or portion thereof, up to a cumulative total of nine (9) months.

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.

[Signature Page to Follow]

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: _____, 2021

Name, Typed or Printed

Date: _____, 2021

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

Blair McBride
Name & Title, Typed or Printed

Mydatt Services Inc. d/b/a Block by Block
Name of Company, Corp., etc.

640 South Fourth Street, Suite 100
Mailing Address

Louisville, KY 40202
City, State and Zip

CONTRACT

THIS CONTRACT (“Contract”), effective as of the ____ day of _____, 2021 (“Effective Date”), is made by and between and the **CITY OF ORLANDO, FLORIDA** (“City”), a Florida municipal corporation, the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **PERKINS & WILL ARCHITECTS, INC.**, a Delaware corporation. 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 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 Ch. 163, Part III, Florida Statutes; and

WHEREAS, under the CRA’s policy and procedure, codified as section 1240.1 of the City’s policies and procedures manual, the Chief Procurement Officer has been authorized by the CRA to serve as the CRA’s principal procurement agent; and

WHEREAS, on June 1, 2020, the City on behalf of itself and the CRA issued a Request for Qualifications (“RFQ”), a copy of which is attached hereto as Exhibit “A”, for a consultant to provide downtown master planning and related services to the City and the CRA; and

WHEREAS, the City, the CRA, and Contractor desire to enter into this Contract for the Consultant to provide downtown master planning and related services for the City and the CRA related to the Downtown Orlando Community Redevelopment Area and the City’s greater downtown area; and

WHEREAS, the City and CRA are jointly sharing in the costs of a master plan for downtown Orlando and have allocated the costs of the project among themselves with the CRA paying for the services of Consultant and the City paying the cost of a separate transportation consultant providing engineering support to the project; and

WHEREAS, section 163.370(2)(h) Florida Statutes and Chapter 1 of the Downtown Orlando Community Redevelopment Area Plan specifically authorize the CRA to conduct studies and have plans made to carry out the redevelopment purposes set forth in the Plan and as contemplated in the RFQ.

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. SCOPE

The Consultant is to perform the work (“Work”) as defined in the Consultant’s proposed Scope of Services to the City and CRA (“Proposal”), which Proposal is attached hereto as Exhibit "B". Unless otherwise specified herein or in the Proposal, the Consultant is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work set forth in the Proposal.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto, but excluding Exhibit “A” (the RFP) and Exhibit “B” (Operator’s Proposal);
2. Consultant’s Proposal (Exhibit “B”);
3. City’s Request for Qualifications (Exhibit “A”);

III. TERM OF CONTRACT

The period of this Contract shall commence as of the Effective Date and all work shall be completed on or before December 31, 2022, unless such period is extended by the City’s Chief Procurement Officer or his designee and agreed to by the Consultant in writing.

IV. COMPENSATION

Consultant agrees to perform the Work and provide such services and materials as specified in its Proposal for the fee (“Fee”) of One Million Two Hundred Ninety Thousand Seven Hundred Fifty Dollars (\$1,290,750) as specified in said Proposal, which fee is inclusive of all costs, fees, expenses and taxes of any kind, including but not limited to any necessary travel costs of Consultant to satisfactorily perform the Work.

V. PAYMENT

Consultant shall invoice the CRA for the project management task in twelve equal monthly installments. The remainder of the Fee shall be invoiced by sub-task with 50% of a subtask fee invoiced at 50% completion of the work for such sub-task, and the

remaining 50% invoiced at 100% completion of the sub-task. All invoices received by the City and the CRA are payable within thirty (30) days from receipt, provided that all deliverables which are a prerequisite to such invoice have been received and approved respectively by City's Chief Procurement Officer and the CRA's Executive Director, or their designees, whose review shall be conducted in a timely manner and whose approval shall not be unreasonably withheld. For all amounts due and owing to Consultant after said thirty (30) day period, interest on the unpaid amounts shall accrue at the rate of one percent (1%) per month. All invoices shall be directed to the CRA Division Fiscal Manager, 400 South Orange Avenue, Orlando, Florida, 32801-3302, with a copy of all invoices separately sent to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CONTRACT NUMBER AS STATED HEREIN.

Consultant shall not invoice the CRA more frequently than monthly.

VI. GENERAL CONDITIONS

A. Patents and Copyrights

1. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and indemnify (including reasonable attorneys' fees) the City and the CRA against any claim of copyright infringement or any other violation of intellectual property rights related to the Work, or any part thereof, furnished under this Contract. Notwithstanding the foregoing, Consultant shall have no duty to indemnify or hold harmless the Owner under this Section for infringement claims related to documents or materials provided by or through the City or the CRA and incorporated into Consultant's design documents or Work.
2. The parties agree that the City and CRA jointly will be, the sole and exclusive owner of all right, title, and interest to the Work, including any copyrights and other intellectual property rights therein, in perpetuity throughout the universe. By means of example and not limitation, such rights include the right to use and reproduce any deliverables (or any portions thereof) provided

by Consultant to the City or CRA, including but not limited to the final report and master plan, for any purpose including but not limited to governmental and economic development purposes in publications, presentations, correspondence, advertising, slogans, marketing materials, posting on websites, and other distribution to citizens, stakeholders and other interested parties. The parties agree that upon completion of the Work and payment of all amounts properly due, all right, title, and interest including copyrights that Consultant and its subcontractor's may have in and to the Work and Proposal that has not been previously transferred to the CRA and City pursuant to subsection I hereof shall hereby transfer, assign over, and belong solely and exclusively to the City and the CRA jointly, except that upon transfer Consultant and its subcontractors shall retain the non-exclusive rights to identify themselves as the creators of the Work, and to use images and depictions of the Work as representative samples of their work. Such transfer to the City and the CRA is for all uses now existing, or which may exist in the future, including but not limited to the use of the Work for economic development, the promotion of downtown Orlando, and any other uses or purposes benefiting the City and the CRA. The City and CRA shall jointly own such materials and all trademarks and copyrights related thereto, including all renewals and extensions. The City and CRA shall have the right to obtain trademark and copyright registrations for such materials in their own names or in any name chosen by the City and CRA, and the City and CRA shall own all rights of copyright in the materials, as well as in any derivative works and reproductions made there from. Consultant and its subcontracts shall execute such documentation that the City or CRA may reasonably request to cause or evidence any such transfer of ownership of the materials. The City and the CRA shall have the right to use, photograph, depict, copyright photographs and depictions, submit for award, publish, distribute, and publicly display the Work and to create, use, copy, reproduce, publish, distribute, and display derivative or other works based on the Work worldwide in all forms of media now known or later developed, including but not limited to Web sites, advertising, media campaigns, direct mail, and educational

presentations. The City and CRA hereby have permission to identify the Consultant by name in connection with such use of the Work. The City and CRA shall also have the right to photograph and/or otherwise visually record (including but not limited to film, videotape, or other form of motion capture) Consultant and its subcontractors in relation to the creation of the Work and use such images in connection with the Work and other City and CRA activities. For any Work that is created or developed under this Contract that may be considered a “work of visual art” under the Visual Artists Rights Act of 1990 (17U.S.Code §106A), upon transfer of ownership as contemplated above and in subsection I below, Consultant hereby voluntarily, expressly, permanently, and irrevocably waives, or agrees to obtain a waiver from the author of the work of, any and all rights of attribution and integrity conferred by 17 U.S. Code § 106A(a) and all other rights of attribution and integrity that may arise under other federal, state, local, or foreign law. Use, modification, or authorization of reuse or modification by others, of Consultant’s Work in any manner without Consultant’s professional involvement will be at the City’s and the CRA’s sole risk and without liability to Consultant.

3. Any websites, domain names, social media accounts, phone numbers, or other social and marketing media and materials, including but not limited to logos and slogans, set up, created, or established by Consultant related exclusively to this Contract or the Work performed hereunder shall become the sole property of the City and the CRA. Upon termination of this Contract for any reason, or earlier upon the written request of the City or CRA, such websites, domain names, social media accounts, phone numbers, and any information necessary to operate or access the same shall be turned over to the City and CRA and shall become the sole and exclusive property of the City and CRA.
4. Consultant shall require all subcontractors to comply with the provisions of this Sub-section VI.A. in all subcontracts. The provisions of this Sub-section VI.A. shall survive termination of the Contract for any reason.

B. Termination for Default

The performance of Work under this Contract may be terminated by the City’s Chief Procurement Officer, in whole or in part, in writing, whenever the Chief

Procurement Officer shall determine that the Consultant has failed to comply with any term or condition of the Contract after the Consultant has been given written notice specifying the failure and requesting Consultant remedy such failure within not less than 15 days.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience upon 15 calendar days written notice to the Consultant. In the event of such a notice of termination, Consultant shall use reasonable efforts to promptly cease all Work and minimize further Fees incurred by the City and the CRA prior to the date of termination. The City and CRA shall be liable for the payment of all Work properly performed prior to the effective date of termination. Provided Consultant has received all payments properly due under this Agreement, Consultant shall provide copies of all data, drafts and other deliverables or Work performed in whatever then current state of completion to the City and CRA.

D. Warranty

The Consultant shall perform the Work, including all services provided, consistent with the professional skill and care ordinarily provided by architects, planners, or other professional (as applicable to the person performing the work) practicing in the same or similar locality under the same or similar circumstances.

E. Time of Completion

Work shall be performed in accordance with the schedule set forth in the Proposal, unless otherwise agreed to in writing by the CRA's Executive Director, or designee. Notwithstanding the preceding, however, no party shall be liable to any other party for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the non-performing parties reasonable control or avoidance. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of a party's performance, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

F. Indemnification and Insurance

1. Indemnity

The Consultant hereby agrees to indemnify and hold harmless the City, the CRA and their elected officials, officers, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including reasonable attorneys' fees for trial and on appeal, arising from claims by third parties to the extent caused by the Consultant's, its officers', agents', and employees' negligent acts or omissions associated with this Contract.

2. Insurance.

Prior to commencing and at all times during the performance of any work under this Contract, Consultant shall maintain the following insurance policies to cover claims and damages arising from Consultant's and any of its subcontractors' activities for which Consultant is legally liable: (i) Worker's Compensation, as applicable, at the statutory amount and Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease; (ii) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate; (iii) Commercial Automobile Liability Insurance, as applicable, with a combined single limit of One Million Dollars (\$1,000,000.00) per accident; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. The City and CRA shall be added as additional insureds to the CGL policies and such policies shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the City. Consultant shall provide to the City a copy of the applicable CGL insurance certificate(s) prior to any person entering upon the City property related hereto. The Consultant and its subcontractors shall require their insurance carriers, with respect to all insurance policies, except professional liability, to waive all rights of subrogation against the City and

the CRA, and their officers, elected officials, and employees.

G. Correction of Work

The Consultant shall promptly correct all Work reasonably rejected within a reasonable timeframe by the City or the CRA acting in good faith as failing to conform to this Contract in a material respect. The Consultant shall bear all costs of correcting such reasonably rejected Work to the extent it does not adhere to the Proposal.

H. Right to Audit Records

The City and CRA shall be entitled to audit the books and records of Consultant or any subcontractor to the extent that such books and records relate to the performance of the Contract or any subcontract. The Consultant shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the Contract unless a shorter period is otherwise authorized in writing by the City or the CRA. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period and the Consultant has received written notice of the same, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

I. Information

Upon completion of a subtask by the Consultant and payment of all amounts properly due for such subtask by the CRA, all information and data developed for the City or the CRA by the Consultant or its employees, pursuant to this Contract related to such subtask, excluding previously copyrighted materials, shall be the sole property of the City and the CRA and all rights therein are reserved by the City and the CRA.

J. Extra Work

1. Requested by the City or the CRA

The City or the CRA, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted and mutually agreed in writing accordingly. All such changes in the Work

ordered by the City and the CRA shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

2. Additional Work requested by Consultant

If the Consultant plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Consultant shall first before providing any additional goods or services related to such additional work give the City and the CRA written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City or the CRA unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

K. Familiarity with the Work

The Consultant by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City and the CRA will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Contract.

L. Notices.

All notices required or permitted to be given under this Agreement must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

CRA:

Thomas C. Chatmon, Jr.
Executive Director
Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, Florida 32801
Fax: (407) 246-3359

Phone: (407) 246-3361

City: David Billingsley,
Chief Procurement Officer, CPSM, C.P.M.
City of Orlando
400 South Orange Avenue, 4th floor
Orlando, Florida 32891
Fax: (407) 246-2869
Phone: (407) 246-2291

Consultant: Cassie Branum, AICP, LEED AP
Perkins & Will Architects, Inc.
1315 Peachtree Street
Atlanta, Georgia 30309
Phone: (404) 443-7483
Email: Cassie.Branum@perkinswill.com

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier or email using a telecopier number or email address provided above, if any (or such other number or email address as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

- M. Employment Eligibility; E-Verify System.** This Contract is subject to the terms, conditions, provisions and requirements of Section 448.095 of the Florida

Statutes which is incorporated herein by this reference. Pursuant to Section 448.095 of the Florida Statutes, Consultant represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the Contract. If Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien

VII. MISCELLANEOUS PROVISIONS

- A.** The Consultant shall not employ subcontractors not identified in its Proposal without the advance written permission of the City's Chief Procurement Officer.
- B.** Assignment of this Contract shall not be made without the advance written consent of the City's Chief Procurement Officer.
- C.** No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or designee and the Consultant.
- D.** The Consultant is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E.** All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F.** This Contract is a non-exclusive Contract between the parties.
- G.** This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H.** Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I.** Consultant shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Consultant shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER**

119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 s. ORANGE AVE., ORLANDO, FL 32801.

- J.** As to Consultant, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Consultant as the act of the said Consultant.
- K.** This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- L.** The City's Chief Procurement Officer or written designee shall have full and independent authority to act on behalf of the City and the CRA in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder and including taking any actions for which another person is also authorized to act hereunder.
- M.** If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N.** This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.
- O. PURSUANT TO FLORIDA STATUTES SECTION 558.0035(1)(C), AN INDIVIDUAL, EMPLOYEE, OR**

AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.

- P. To the fullest extent permitted by law, the total liability in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, to the City and the CRA and any one claiming by, through or under the City and the CRA, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Consultant's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of the Consultant or the Consultant's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed and is limited to the greater of (a) the total compensation received by the Consultant; or (b) One Million (\$1,000,000.00) Dollars.
- Q. The Consultant and the City and the CRA mutually waive consequential damages, including but not limited to damages for loss of profits, damages due to errors in any BIM information, loss of revenues, loss of business and of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.
- R. The Consultant shall review and perform a good faith evaluation, in accordance with the professional standards of care for its industry, of information provided to it by the City and CRA. Following its good faith evaluation of the information provided, the Consultant shall meet with the CRA's project representative to discuss the reliability of such information. The CRA and the Consultant shall mutually agree upon the information that can be relied upon by the Consultant and the Consultant shall be entitled to rely on the accuracy and completeness of that information. Thereafter, the Consultant shall provide prompt written notice to the City and to the CRA if the Consultant becomes aware of any error, omission or inconsistency in such information in the course of providing services to the City and CRA.

- S. If the CRA fails to make payments properly due and owing to Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at Consultant's option, cause for suspension of performance of services under this Agreement. Prior to any termination, Consultant shall provide CRA and City written notice of non-payment and allow CRA a period of thirty (30) days in which to make payment and cure the default. If Consultant elects to suspend services, Consultant shall give fifteen days' written notice to the City and the CRA before suspending services. In the event of a suspension of services, Consultant shall have no liability to the City or the CRA for delay or damage caused the City or the CRA because of such suspension of services. Before resuming services, Consultant shall be paid all sums properly due prior to suspension and any reasonable expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

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

CITY OF ORLANDO, FLORIDA

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

By: _____
Chief Procurement Officer, City of Orlando

Date: _____, 2021

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

Date: _____, 2021

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

**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: _____, 2021

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

Date: _____, 2021

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONSULTANT

By: _____
Signature

Name & Title, Typed or Printed

CORPORATE SEAL

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

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”

REQUEST FOR QUALIFICATIONS

EXHIBIT “B”

CONSULTANT’S PROPOSAL



Store No. 36484

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this “Agreement”) is executed to be effective as of December 31, 2021, by and between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO, FLORIDA**, a special taxing district created under Ch. 163, Part III, Florida Statutes, with principal offices at 400 South Orange Avenue, Orlando, Florida 32801 (“Landlord”), and **7-ELEVEN, INC.**, a Texas corporation, with principal offices at 3200 Hackberry Road, Irving, Texas 75063 (“Tenant”).

RECITALS

WHEREAS, Landlord, as successor-in-interest to Robert G. Murrell, Jr. and Jeffrey W. Bloom, Co-Trustees of the Robert G. Murrell Revocable Trust dated February 9, 2009, and Tenant are parties to that certain Building Lease dated August 16, 2012 (together with all amendments and modifications thereto, collectively the “Lease”), covering a portion of the premises located at 1 North Rosalind Ave., Orlando, Florida, (the “Property”) and being more particularly described on “Exhibit A” attached hereto and made a part hereof; and

WHEREAS, subject to the obligations set forth below, the parties hereto desire to evidence their intention and agreement that the Lease shall be terminated as of the Effective Date of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated by reference. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to those terms in the Lease.
2. Lease Termination. The Lease shall be terminated in its entirety as of December 31, 2021, hereinafter called the “Termination Date”). On or before the Termination Date, Tenant shall remove its inventories, fixtures and equipment from the Property and surrender possession of the Property to Landlord in its as-is, broom clean condition. Notwithstanding anything to the contrary set forth herein, Landlord agrees that Tenant shall not be required to make any repairs or improvements to the Property.
3. Termination Fee. As compensation for such termination, Landlord will pay to Tenant One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) (the “Termination Fee”) on or before the Termination Date. Tenant acknowledges that it

remains liable to pay to Landlord all Rent and additional rent allocable to the period prior to the Termination Date, pursuant to the Lease. Upon Tenant's receipt of the Termination Fee, Tenant releases Landlord from all obligations of Landlord under the Lease Cancellation Agreement dated May 26, 2020 between Tenant, Murrell Legacy, LLC and The Trust For Public Land (the "Prior Cancellation Agreement"), and the Termination Fee set forth herein replaces and supersedes the Termination Fee set forth in the Prior Cancellation Agreement.

4. Taxes. All applicable real estate and leasehold taxes pertaining to the Property for tax year 2021 shall be paid by the Tenant as of the Termination Date. .
5. Mutual Release. Landlord and Tenant, for themselves and their agents, partners, officers, directors, members, administrators, executors, attorneys, successors and assigns, and any other persons or entities that could or might claim through them or on their behalf, hereby forever release, acquit and discharge the other party and each of its principals, agents, attorneys, employees, consultants, members, managers, officers, directors, shareholders, franchisees, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, and partners, whether specifically named herein or not, from any and all actions, causes of action, demands, claims (known or unknown), damages, losses, costs, and expenses of any kind or nature, related to or arising out of the Lease, including, without limitation, Tenant's use and occupancy of the Property, Tenant's operations at the Property, Tenant's exit from the Property, the condition of the Property, the value of the Property, attorneys' fees, lost rents and other costs, or any other claims in tort or contract in any way related to the Property or to the Lease (the "Release").

Notwithstanding the foregoing, the parties shall have and retain all statutory, regulatory and common law rights of indemnity, contribution or other recourse against each other with respect to third party claims and resulting liabilities and expenses (including court costs and reasonable attorney's fees) which arise out of such other party's ownership, use, misuse, or possession of, or operations upon, the Property.

6. Confidentiality. This Agreement shall not be filed of record. To the extent provided by Florida law, this Agreement, and the terms and conditions set forth herein, shall be confidential, and shall not be disclosed voluntarily to any third party other than the respective officers, agents, trustees, directors, shareholders, members, employees, attorneys, and accountants of any party hereto, or in response to a public records act request pursuant to Ch. 119, Florida Statutes.
7. Authority. Each party represents that it has full corporate power and authority to execute and deliver this Agreement, and that the execution, delivery and consummation of this Agreement has been duly authorized by all corporate action on the part of each party.
8. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. A facsimile copy or electronic

copy of this Agreement signed by the parties shall be binding on the parties. To facilitate the execution of this Agreement, the parties may execute and exchange counterparts of signature pages affixing their signature by means of an electronic signature tool, application, or software (e.g., DocuSign). Each such electronic signature of a party shall be treated as an original as if personally signed by that party.

9. Governing Law. This Agreement shall be governed by the laws of the state where the Property is located.

[The remainder of this page is intentionally left blank. The signature pages follow.]

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date first set forth above.

ATTEST:

By: _____
Name: Thomas Chatmon
Title: Executive Director

LANDLORD:

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

By: _____
Name: Buddy Dyer
Title: Chairman

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date first set forth above.

ATTEST:

By: _____
Name: Marijan Smith
Title: Assistant Secretary

TENANT:

7-ELEVEN, INC.,
a Texas corporation

By: _____
Name: Richard Ingram
Title: Agent and Attorney-in-Fact

EXHIBIT A

LEGAL DESCRIPTION

An 8,000± square foot 2 story building located at One North Rosalind Avenue, Orlando, FL 32801 Parcel ID # 25-22-29-3140-10-000, with the Property legal description being, Lot 5, Block C, Grannis & Sperry's Addition as recorded in Plat Book D, Page 4, public records of Orange County, Florida.

BUDGET RESOLUTION ONE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; RECOGNIZING ADDITIONAL REVENUE, APPROVING ALLOCATION OF FUNDING FOR SPECIFIC PROJECTS AND LINE ITEMS; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 8, 2020, the Community Redevelopment Agency ("CRA") approved, by resolution, a budget for Fiscal year 2020-2021; and

WHEREAS, during this Fiscal Year 2020-2021, the CRA desires to re-allocate funds to be used for specific projects and purposes; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO:

SECTION 1: The Community Redevelopment Agency does hereby amend its budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, to include the changes specified on Exhibit "A".

SECTION 2: This budget amendment is adopted in accordance with Section 189.418, Florida Statutes (2020).

SECTION 3: The budget for Fiscal Year 2020-2021 adopted by the Community Redevelopment Agency on September 8, 2021 shall otherwise remain in full effect as shall the terms of the resolution adopting such budget.

SECTION 4: This resolution shall take effect immediately upon its adoption by the CRA.

ADOPTED at a regular meeting of the Community Redevelopment Agency this ____ day of _____, 2021.

CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Executive Director

By: _____
Chairman

APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND RELIANCE OF THE
COMMUNITY REDEVELOPMENT AGENCY,
ONLY.

_____, 2021
Assistant City Attorney

Exhibit “A”

Community Redevelopment Agency – Downtown Area Operating
Fund 1250

FY21 Year End Budgetary Changes

Revenues

Transfer in from CRA Trust Fund (1251_F) \$4,000,000

Total Change in Revenues \$4,000,000

Appropriations

CRA Operating Fund \$4,000,000

Economic Development \$4,000,000

Total Change in Appropriations \$4,000,000

Project and Grant Appropriations

CRA Operating Fund \$5,000,000

Venues and Open Spaces \$3,000,000

Real Estate – CRA \$1,000,000

Community Policing Innovations \$1,000,000

Exhibit “A”

Community Redevelopment Agency Trust Fund – Downtown
Fund 1251

FY21 Year End Budgetary Changes

Revenues

Fund Balance Allocation	\$4,000,000
<u>Total Change in Revenues</u>	<u>\$4,000,000</u>

Appropriations

<u>CRA Trust Fund</u>	<u>\$4,000,000</u>
Transfer out to CRA Operating Fund (1250_F)	\$4,000,000
<u>Total Change in Appropriations</u>	<u>\$4,000,000</u>