

A RESOLUTION OF THE CITY OF ORLANDO COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; MAKING FINDINGS; AUTHORIZING AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Executive Director of the City of Orlando Community Redevelopment Agency (the “CRA”) has submitted a budget for the CRA’s Fiscal Year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, the budget includes the estimated expenditures necessary to carry out the functions of the CRA for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, the budget includes the estimated revenues to be received by the CRA during said period from all sources, including increment revenue and any amounts carried over from prior fiscal years; and

WHEREAS, the CRA has examined and carefully considered the proposed budget in a duly assembled, properly noticed, public meeting.

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

SECTION 1: The City of Orlando Community Redevelopment Agency does hereby adopt, confirm and approve the budget attached hereto as Exhibit "A" as the budget for the CRA for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

SECTION 2: The governing board of the CRA does hereby find that:

- (a) The budget adopted in Section 1 has been prepared in accordance with generally accepted accounting principles; and
- (b) The estimated revenues to be received by the CRA during the Fiscal Year beginning October 1, 2021, and ending September 30, 2022 from all sources, including increment revenue and any amounts carried over from prior fiscal years, equals the total of appropriations for expenditures and reserves in the budget during said period; and
- (c) The budget, as such budget may be amended from time to time, will govern expenditures of the CRA and no expenditures shall be made nor contracts for expenditures be entered into except in pursuance of budgeted appropriations;
- (d) The budget is adopted in accordance with Section 189.016, Florida Statutes (2021).

SECTION 3: In order to effect an orderly year-end closeout of all financial books and records for the CRA, the City of Orlando’s Chief Financial Officer (the “CFO”), on behalf of and

subject to the direction of the CRA, is hereby authorized and directed, as needed, to increase the corresponding line item appropriations in the budget to the extent of those purchase orders which shall have been issued prior to September 30, 2021, but shall not have been filled prior to that date, and is authorized and directed to pay all such purchase orders upon receipt of the goods or services therein specified from the funds so appropriated. The CFO is hereby further authorized and directed to increase the appropriate budget line items to include any unexpended balances as of the end of business on September 30, 2021 from state, federal or other grants that were previously authorized by the CRA, and to include any unexpended balances from the prior fiscal year's budget, as amended whether or not encumbered, outstanding in projects as of the end of business on September 30, 2021 and all such balances shall be appropriated to the corresponding accounts in the same funds in which they were outstanding as of September 30, 2021; and the CFO shall be authorized to expend such appropriations for the purposes approved by the CRA in connection with such state, federal or other grants, and projects. Corresponding changes in the anticipated revenue accounts are hereby authorized.

SECTION 4: The CFO shall have the authority to transfer appropriations from one line item to another line item of the budget, upon approval of the CRA Executive Director, so long as the total appropriations shall not be increased or decreased thereby. Transactions affecting total appropriations, other than those previously authorized by the CRA shall require the prior approval of the CRA. Any such transactions are subject to any restrictive statutes or ordinances, including those authorizing the issuance of any outstanding bonds.

SECTION 5: Any changes to the budget made by the CFO, other than correction of errors, shall be reported to the CRA Executive Director on at least a quarterly basis. Any amendments to the budget shall be made in accordance with Section 189.016(6), Florida Statutes (2021).

SECTION 6: This resolution shall take effect immediately upon its adoption by the governing board of the CRA.

ADOPTED at a regular meeting of and by the City of Orlando 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,
OF THE CITY OF ORLANDO, ONLY.
_____, 2021.

Assistant City Attorney

Exhibit "A"
FY 2021/2022 Proposed Budget
Revenue and Appropriations Summary

Community Redevelopment Agency - Downtown Area Operating
Fund 1250

Revenues

Charges for Services	\$20,000
Other Revenues	330,000
Other Miscellaneous Revenues	80,000
Transfers In	28,595,664
<u>Total Revenues</u>	<u>\$29,025,664</u>

Appropriations

<u>CRA Operating Fund</u>	<u>\$29,025,664</u>
Economic Development	29,025,664
<u>Total Appropriations</u>	<u>\$29,025,664</u>

Project and Grant Appropriations within Total

<u>CRA Operating Fund</u>	<u>\$22,279,306</u>
Business Recruitment & Retention	650,000
Parramore Task Force	25,000
Parramore Housing Initiative	2,500,000
M/W Entrepreneur Business Assistance	50,000
Lake Eola CRA	1,000,000
Downtown Lighting	500,000
Downtown Capital Maintenance & Safety	1,487,602
DTO Implementation	432,312
Streetscape Improvements	500,000
Under I Design	2,500,000
Real Estate – CRA	1,000,000
Transportation Access & Connectivity	6,334,392
Community Outreach	4,600,000
Arts & Culture	300,000
Community Policing Innovations	400,000

Community Redevelopment Agency - Downtown Area Trust
Fund 1251

Revenues

Intergovernmental	\$42,222,490
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<u>Total Revenues</u>	<u>\$42,222,490</u>
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Appropriations

<u>CRA Trust Fund</u>	<u>\$42,222,490</u>
Economic Development	42,222,490

<u>Total Appropriations</u>	<u>\$42,222,490</u>
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Community Redevelopment Agency - Conroy Road Area
Fund 1252

Revenues

Intergovernmental	\$9,045,039
<u>Total Revenues</u>	<u>\$9,045,039</u>

Appropriations

<u>CRA Trust Fund</u>	<u>\$9,045,039</u>
Economic Development	9,045,039
<u>Total Appropriations</u>	<u>\$9,045,039</u>

Community Redevelopment Agency - Republic Drive Area
Fund 1253

Revenues

Intergovernmental	\$17,876,327
<u>Total Revenues</u>	<u>\$17,876,327</u>

Appropriations

<u>CRA Trust Fund</u>	<u>\$17,876,327</u>
Economic Development	17,876,327
<u>Total Appropriations</u>	<u>\$17,876,327</u>

COST-SHARE AGREEMENT
(Fiscal Year October 1, 2021 – September 30, 2022)

**DOWNTOWN DEVELOPMENT BOARD
AND
COMMUNITY REDEVELOPMENT AGENCY**

THIS AGREEMENT, effective as of October 1, 2021, is made and entered into by and between the Downtown Development Board, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando, hereinafter called "DDB", and the City of Orlando Community Redevelopment Agency, an agency created pursuant to Part III of Chapter 163, Florida Statutes, hereinafter called "Agency".

WHEREAS, the Downtown Development Board was created as a body corporate and agency of the City of Orlando for the purpose of, among other things, creating and implementing plans for the downtown Orlando area; and

WHEREAS, the Downtown Development Board is a five (5) member board created by state law; and

WHEREAS, the City Council of the City of Orlando (City Council) has created a Community Redevelopment Agency for the public purpose of carrying out redevelopment within designated community redevelopment areas specified by the City Council; and

WHEREAS, the City Council has designated itself as the Agency pursuant to Section 163.357, Florida Statutes; and

WHEREAS, it has been determined that the administration of both the DDB and the Agency would enhance cost efficiency and coordination through the sharing of certain staff time, and required services and programs; and

WHEREAS, there are legal distinctions between the DDB and the Agency which affect the financial and budgetary requirements of each; and

WHEREAS, the DDB has professional staff employed and on retainer to said DDB and the Agency has professional staff employed and on retainer to said Agency; and

WHEREAS, the DDB is willing to make available to the Agency and the Agency is willing to make available to the DDB, in accordance with the terms and conditions set forth in this Agreement, staff, staff support, and other costs.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In an effort to avoid the creation of additional categories of staff, the DDB and the Agency hereby agree to share in the costs of salary, benefits, and other related staff support costs during the 2021-2022 fiscal year commencing October 1, 2021 and ending September 30, 2022. These shall include, but not be limited to, executive salary, salaries and wages, and employee benefits. These items for fiscal year 2021-2022 are to be paid for and allocated in terms of work responsibilities along the following percentages:

<u>Staff Support</u>	<u>DDB Percent of Time and Costs</u>	<u>Agency Percent of Time and Cost</u>
Executive Director	25 Percent	75 Percent
Administrative Specialist	25 Percent	75 Percent
Board Secretary	25 Percent	75 Percent
Marketing & Communications		
Manager	10 Percent	90 Percent
Director of Urban	10 Percent	90 Percent
Development		
Assistant Director	20 Percent	80 Percent
Economic Development		
Coordinator III	10 Percent	90 Percent
Division Fiscal Manager	40 Percent	60 Percent
Economic Development		
Coordinator I	10 Percent	90 Percent
Interactive Media		
Coordinator	10 Percent	90 Percent
Downtown Orlando	20 Percent	80 Percent
Services Coordinator		
Graphic Designer	60 Percent	40 Percent

The above-referenced percentages shall represent the portion of the cost that the DDB and the Agency will be responsible for, with regard to the staff positions designated. The percentages shall also indicate the allocation of the percentage of time that each such staff member shall devote to the respective work responsibilities of the DDB or the Agency.

2. The costs to be incurred by the Agency for staff support based on the percentages enumerated in paragraph 1 of this Agreement shall be based on actual expenditures estimated at one million five hundred fourteen thousand eight hundred and ninety-three dollars (\$1,514,893.00). Funds will be transferred between the DDB and the Agency as necessary to reflect the correct final costs and account for the difference in budget responsibility for staff positions.

3. The costs to be incurred by the DDB for staff support based on the percentages enumerated in paragraph 1 of this Agreement shall be based on actual expenditures estimated at one million five hundred fourteen thousand eight hundred and ninety-three dollars (\$1,514,893.00). Funds will be transferred between the DDB and the Agency as necessary to reflect the correct final costs and account for the difference in budget responsibility for staff positions. The estimated amount to be transferred from DDB to Agency is four hundred twenty-three thousand two hundred twenty dollars (\$423,220.00) as approved in the DDB budget for fiscal year 2021-2022.

4. The DDB is willing to make available to the Agency and the Agency make available to the DDB required services provided by personnel on retainer to the DDB and the Agency. The terms and conditions set forth in paragraphs 1 and 2 of this Agreement for cost sharing do not apply in paragraph 5. The costs and cost allocations for these services shall be determined on an as needed basis.

5. On or before September 30, 2022, the Agency shall pay to the DDB \$112,500.00 used to pay expenses incurred related to operation of the Downtown Information Center for Fiscal Year 2021-2022 as contemplated by the Downtown Orlando Community Redevelopment Area Plan.

6. On or before September 30, 2022, the Agency shall pay to the DDB \$400,000.00 for marketing expenses related to promoting the CRA and its programs contemplated in the Downtown Orlando Community Redevelopment Area Plan, including the cultural corridor and arts district, downtown programs and events.

7. On or before September 30, 2021, the Agency shall pay to the DDB \$50,000.00 to be used for expenses incurred related to the downtown farmers market event within the Downtown Community Redevelopment Area as contemplated by the Downtown Orlando Community Redevelopment Area Plan.

8. This Agreement shall be effective as of October 1, 2021, and the term of this Agreement shall be from October 1, 2021 through September 30, 2022.

IN WITNESS WHEREOF, the DDB and the Agency have executed this Agreement on the date first written above.

Signatures on next page

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

Thomas C. Chatmon Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Jamie Barati and Thomas C. Chatmon, Jr. as the Chairman and Executive Director, respectively, for the Downtown Development Board.

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

(Affix Notary Stamp or Seal Above)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
DDB, only.
_____, 2021.

Assistant City Attorney
Orlando, Florida

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer, Chairman

ATTEST:

Thomas C. Chatmon Jr.,
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Buddy Dyer and Stephanie Herdocia as the Chairman and Secretary, respectively, for the Downtown South Neighborhood Improvement District.

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

(Affix Notary Stamp or Seal Above)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2021.

Assistant City Attorney
Orlando, Florida

SERVICES AGREEMENT-CITY/CRA

THIS AGREEMENT, effective as of October 1, 2021, is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as "CITY" or "the CITY") 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, (hereinafter referred to as "CRA").

WHEREAS, by the enactment of an Ordinance on July 12, 1982, the City Council of the City of Orlando, Florida, created a community redevelopment trust fund for the community redevelopment area as provided in Section 163.387, Florida Statutes;

WHEREAS, the City Council initially adopted a community redevelopment plan on July 12, 1982, that was most recently amended on May 4, 2015 pursuant to a resolution of City Council (the "Plan"); and

WHEREAS, pursuant to a resolution dated February 11, 1980, City Council designated itself to serve as the CRA and exercise the powers under the Community Redevelopment Act of 1969, as amended and codified as Part III, Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, the CITY and the CRA are keenly interested in maintaining and revitalizing the CRA area as a visibly attractive, economically viable, and socially desirable area of the CITY; and

WHEREAS, the CITY has professional staff employed by CITY; and

WHEREAS, CITY staff time and expertise in various matters, including administration, personnel, engineering, finance, law, purchasing, public works and planning, can be beneficially utilized in the planning and implementation of the Plan; and

WHEREAS, CITY is willing to make available to the CRA, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, CITY and CRA agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 Recitals. That each WHEREAS clause set forth above is true and correct and herein incorporated by this reference.

1.2 CITY Approval. On _____ the City Council, by motion, authorized the proper CITY officials to execute this Agreement.

1.3 CRA Approval. On _____ the CRA governing board by motion, authorized the proper CRA officials to execute this Agreement.

ARTICLE 2

SERVICES

2.1 General Services. The CITY, through various departments, agrees to perform the following functions and duties in accordance with established procedures, or in the absence of same, as provided for by CITY in the conduct of its own affairs.

2.1.1 The CITY shall provide financial services which shall include, but not be limited to, management of CRA fiscal accounts, investment of CRA assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with City Policies and Procedures related thereto. The Chief Financial Officer of the CITY shall act as the CRA Treasurer.

2.1.2 The CITY shall, when requested by the CRA, provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.

2.1.3 The CITY shall provide legal, real-estate, engineering and planning services to advise the CRA and to assist in the implementation of the Plan.

2.1.4 The CRA will be permitted to utilize the services of the CITY's Procurement and Contracts Division with respect to purchasing services and goods necessary for the operation of CRA activities.

2.1.5 The CRA will be permitted to utilize the services of the CITY's Public Works Department with respect to design services necessary for the operation of CRA activities, with the exception of construction services and project management services by the Capital Improvements Division of the Public Works Department, for which a separate fee will be paid by the CRA.

2.1.6 The CITY shall provide administrative and reception services to the CRA for the CRA offices and records management and other related services through the City Clerk's office.

2.1.7 The CRA may request the CITY to provide other special services on occasion not initially set forth in this Agreement, subject to the CITY's agreeing to do so.

2.2 Project Based Services. The CITY agrees to perform the following project related services in accordance with established procedures, or in the absence of same, as provided for by the CITY in the conduct of its affairs.

2.2.1 The CRA may utilize the design and construction related services of the Capital Improvements Division of the Public Works Department.

2.2.2 The CRA may utilize the services of the Fleet and Facilities Management Division of the Office of Business and Financial Services.

2.2.3 The CRA may utilize the services of the Housing and Community Development Department.

2.2.4 The CRA may utilize the services of the Transportation Department.

2.3 Insurance. The CITY may make available public officials liability insurance and other forms of insurance deemed necessary by the CITY. Said insurance is to be determined at the sole discretion of the CITY.

ARTICLE 3

METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. In consideration of providing the services described in Section 2.1 hereof by the CITY commencing from October 1, 2021, the CRA will compensate the CITY, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes the amount set forth in the City of Orlando, Florida Full Cost Allocation Plan issued Summer 2021 as consideration for services provided to the CRA during fiscal year 2021-2022 by the CITY, estimated to be seven hundred seventy six thousand and sixty-two dollars (\$776,062.00). In consideration of providing the services described in Section 2.2 hereof by the CITY, the CRA shall pay fees for work performed as billed on an hourly basis and in an amount agreed to by the Executive Director of the CRA and the Department Director responsible for oversight of such service as stated in Section 2.2 above.

The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

3.2 Method of Payments. The parties agree that the CRA's obligation to compensate the CITY pursuant to Section 3.1 hereinabove shall be made to CITY in accordance with the CRA approved budget. It is recognized and acknowledged that full compensation to the CITY by the CRA may, during the term of this Agreement be waived, reduced, deferred or a combination thereof. Provided, however, any outstanding payment obligation not waived shall be budgeted by the CRA and made available to the CITY prior to the termination of the trust fund as provided in Chapter 163 of the Florida Statutes.

3.3 Annual Statement and Payments. The CITY shall prepare and present to the CRA an annual statement in time for the preparation and submission of the CRA annual budget. The annual statement

shall reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved CRA budget for payment to CITY shall be paid by the CRA prior to September 30, 2022, the end of fiscal year 2021-2022. Payments for work performed on an hourly basis pursuant to Section 2.2 hereof shall be paid within 30 days of receipt of a proper invoice.

ARTICLE 4

MISCELLANEOUS

4.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff and CITY functions particularly regarding financial administration, reporting, and auditing; and administration and implementation of the Plan and capital projects.

4.2 Term and Termination.

4.2.1 This Agreement shall take effect October 1, 2021, and shall continue in effect through September 30, 2022, unless either party seeks to renegotiate or terminate this Agreement prior to said expiration date.

4.2.2 This Agreement may be terminated by CITY or the CRA upon at least thirty (30) days' advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the CRA copies of any documents, data, and information requested by the CRA relating to the services accomplished herein. Regardless of the termination of this Agreement, the CRA shall pay to the CITY and outstanding statements or statements for costs incurred but not billed as of the termination date.

4.3 Records. CITY and CRA 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 three (3) years after the completion of all work to be performed pursuant to this Agreement.

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

4.5 Independent Contractor. The CITY is an independent contractor under this Agreement. Personal services provided by the CITY shall be by employees of the CITY and subject to supervision by the CITY, and not as officers, employees, or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CITY.

4.6 Assignments and Amendments.

4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

4.6.2 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.

4.7 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:

CITY: Chief Administrative Officer
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

With a copy to:

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

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

4.8 Binding Authority. Each person signing this Agreement on behalf of either 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.

4.9 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.

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

4.11 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 have caused this Agreement to be executed as of the day and year first written above.

CITY OF ORLANDO

By: _____
Mayor

ATTEST:

Stephanie Herdocia, City Clerk

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

_____, 2021.

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 _____, 20____, by Buddy Dyer and Stephanie Herdocia, as Mayor and City Clerk, respectively, for the City of Orlando.

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

(Affix Notary Stamp or Seal Above)

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer, Chairman

ATTEST:

Thomas C. Chatmon, Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Buddy Dyer and Thomas C. Chatmon, Jr. as the Chairman and Executive Director, respectively, for the Community Redevelopment Agency.

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

(Affix Notary Stamp or Seal Above)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the CRA only.

_____, 2021.
Assistant City Attorney

SENIOR TRANSPORTATION PROJECT AGREEMENT

THIS AGREEMENT, effective as of October 1, 2021, is entered into by and between **SENIORS FIRST, Inc.**, a Florida not for profit corporation, (hereinafter “Seniors First”), the principal address of which is 5395 L.B. McLeod, Orlando, Florida, 32811 and the **COMMUNITY REDEVELOPMENT AGENCY of the CITY OF ORLANDO**, a public body politic and corporate of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter “CRA”), the principal address of which is Orlando City Hall, 6th floor, 400 S. Orange Avenue, Orlando, Florida, 32801.

P R E A M B L E

WHEREAS, the City of Orlando and the CRA are interested in addressing the transportation needs of its senior citizens living in the downtown area; and

WHEREAS, the City and the CRA have coordinated efforts with transportation agencies and senior citizens’ agencies to identify and meet those needs; and

WHEREAS, the funding of the Downtown Senior Transportation Project (“Senior Tran”) will help achieve the Downtown Orlando Community Redevelopment Area Plan goals of providing transit to downtown residents, thereby aiding in reducing traffic congestion downtown and encouraging people to reside downtown; and

WHEREAS, the CRA, in fiscal year 2021-2022 will provide funding for the Downtown Senior Tran in an amount up to \$48,837.09 in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein below, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agreed as follows:

1. Incorporation of the Preamble. The preamble of this agreement is incorporated herein as in fully set out below.
2. Senior Tran Service.
 - A. The Senior Tran, a senior transportation project, will service residents of the following downtown buildings housing senior citizens by stopping at each of the following buildings during each Round Trip contemplated under section B(1)a hereof and providing transportation from such buildings to the locations listed in section B(1)b hereof:

Magnolia Towers
Kinneret Apartments
Orlando Cloisters
Orlando Central Towers
Baptist Terrace
Hillcrest-Hampton House*

William Boothe Towers*
Westminster Towers
Lucerne Towers
Orlando Lutheran Towers
Jackson Court*
Carver Park*

B. SENIORS FIRST, INC. shall:

- (1) Provide Senior Tran service to the residents of the downtown senior buildings listed above as follows:
 - a. Operate the service three days a week (Monday, Wednesday and Friday) using two buses. One bus will run four (4) one hour round trips and one bus will run three (3) one hour round trips each of those days for a total of seven (7) hours service each day. Service will not run on the Day after Thanksgiving (11/29/19), Christmas Day (12/25/19), New Year's Day (1/1/20), Memorial Day (5/25/20), or Labor Day (9/7/20).
 - b. Service a fixed route with stops at Fashion Square, Publix at the Paramount on Central Boulevard, Walgreens, Orlando Public Library on Wednesdays from asterisks locations in 2A and Publix on S. Orange Avenue, Walgreens, the Dollar Store, Bealls, and the Target at SoDo on S. Orange Avenue on Mondays and Fridays from non-asterisks locations in 2A. Other locations may be added along the route and the route may be adjusted in consultation with the CRA
 - c. Operate the service with a route running time of approximately one (1) hour which will allow drivers to assist passengers with loading and unloading the vehicles, with handling shopping packages, and accessing their buildings, if necessary.
 - d. Operate the service using vehicles that are accessible according to the Americans with Disabilities Act.
 - e. Each month during the term of this Agreement, SENIORS FIRST shall provide an invoice to the CRA for an amount equal to the total amount due for the number of hours service provided for the month (calculated at \$46.82/hour) less any revenues received from senior fares. SENIORS FIRST shall also provide the CRA a monthly Senior Transportation service performance report indicating total monthly ridership and average daily ridership. This report along with seniors' comments and suggestions shall be submitted to the Executive Director of the CRA together with the monthly invoice. SENIORS FIRST shall permit the CRA to monitor the operation of Senior Tran by SENIORS FIRST to ensure compliance with the terms of this Agreement. SENIORS FIRST shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all client records and such other information as the CRA may deem necessary.

- C. The CRA shall, upon verification of the information in the invoice and report from SENIORS FIRST, reimburse SENIORS FIRST for services actually provided, based on a fee of \$46.82/hour less any revenues received from senior fares as indicated in the monthly invoice referenced in section B(1)e above, up to a total of \$48,837.09 during the term of the Agreement.
3. Effective Date, Term. The effective date of this Agreement is the date of its execution by the last party to execute this Agreement. The term of this Agreement shall be from October 1, 2021 to September 30, 2022.
4. Indemnification. SENIORS FIRST shall and will indemnify and hold harmless the CRA from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement, SENIORS FIRST'S provision of the Senior Tran service pursuant to this Agreement or due to the mere existence of this Agreement itself.
5. Accounting and Audit. SENIORS FIRST agrees to keep accurate books and records in accordance with generally accepted accounting principles concerning all revenues expended or received in relation to provision of the Senior Tran service and shall keep such records for a period of at least three (3) years after termination of this Agreement. All such books and records maintained by SENIORS FIRST shall be available and open to inspection and audit by the CRA or its designee during normal business hours with or without notice.
6. Insurance. SENIORS FIRST shall have in force during the term of this Agreement the insurance coverage listed below. SENIORS FIRST will provide valid Certificates of Insurance to the CRA within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, SENIORS FIRST shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All insurance coverages furnished expect workers' compensation and employers' liability shall include the City and CRA and their officers, elected officials, and employees as additional insured with respect to the provision of the Services. The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. SENIORS FIRST shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees. SENIORS FIRST shall maintain the following coverages and furnish the certificates of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtaining meeting the requirements of this Agreement.

- A. Workers' Compensation and Employer's Liability. This insurance shall protect the SENIORS FIRST against all claims under applicable state workmen's compensation laws. The SENIORS FIRST shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the Agreement, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation:	Statutory
Employer's Liability:	\$100,000 each occurrence

- B. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the SENIORS FIRST and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

- C. Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the SENIORS FIRST and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City, the CRA, or others arising out of any act or omission of the SENIORS FIRST or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the SENIORS FIRST under this Agreement with the DDB, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

7. Nondiscrimination. SENIORS FIRST shall not unlawfully discriminate against any person in providing the Services and will provide the Services in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated.
8. Non-assignability. SENIORS FIRST may not assign its rights hereunder without the prior written consent of the CRA.

9. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
10. Negotiations. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms' length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
11. Termination. Upon thirty (30) days written notice to SENIORS FIRST, the CRA may terminate this Agreement, with or without cause.
12. Third Party Beneficiary. This Agreement is solely for the benefit of the parties signing hereto and no right or any cause of action shall accrue to or for the benefit of any third party.
13. Miscellaneous.
 - A. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing. Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
 - B. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.
 - C. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
14. No Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting the Agency as the agent or representative of the CRA for any purpose or in any manner whatsoever.
15. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services

occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

16. Controlling Laws

- A. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.
- B. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

17. Notices. All notices, consents, approvals, waivers and deletions which any party shall require or shall desire to make or give under this Agreement shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

CRA:

Thomas Chatmon
Executive Director
Community Redevelopment Agency
400 S. Orange Avenue
Orlando, FL 32801

SENIORS FIRST, Inc.

Marsha Lorenz
Chief Executive Officer
Board of Directors
5395 L.B. McLeod
Orlando, FL 32811

Signatures on following page

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

SENIORS FIRST, Inc.

Marsha Lorenz
Chief Executive Officer

WITNESSES:

(1) _____
Name: _____

(2) _____

STATE OF FLORIDA
COUNTY OF ORANGE

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 Seniors First, Inc.

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 _____

COMMUNITY REDEVELOPMENT AGENCY

Buddy Dyer
Chairman

ATTEST:

Thomas Chatmon
Executive Director

Approved as to form and legality, for use and
Reliance of the CRA only:

Stacey Young Adams
Assistant City Attorney

DOWNTOWN ORLANDO, INC. / CITY OF ORLANDO COMMUNITY REDEVELOPMENT
AGENCY FUNDING AGREEMENT

THIS AGREEMENT , effective as of October 1, 2021 (the “Effective Date”), is made and entered into by and between the, **DOWNTOWN ORLANDO, INC., d/b/a DOWNTOWN ORLANDO PARTNERSHIP** (“DOP”), a Florida not-for-profit corporation and the **CITY OF ORLANDO COMMUNITY REDEVELOPMENT AGENCY** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 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, the CRA notes the importance of Downtown Orlando being “an active community recognized as the premier destination of choice for business, community and culture” as contemplated by DOP’s Vision; and

WHEREAS, DOP has established five strategic priorities of arts, sports and entertainment, technology, lodging and dining, real estate and development, and quality of life, and such strategic priorities align with the priorities set forth in the Redevelopment Plan; and

WHEREAS, one of the Redevelopment Plan’s goals is encouraging and promoting a variety of events within the Downtown Orlando Redevelopment Area (the “Area”); and

WHEREAS, the Redevelopment Plan notes the importance of providing downtown workers the opportunity to connect and sets a specific goal of encouraging more special events and activities to keep workers Downtown after business hours; and

WHEREAS, the Redevelopment Plan establishes goals of supporting “clean and safe” programming within the Area and holding annual volunteer events; and

WHEREAS, by locating its offices within the Area, the DOP is able to conduct collaborative events and initiatives within the Area; and

WHEREAS, the CRA desires to have the DOP assist the CRA in fulfilling its Redevelopment Plan goals by providing certain programs and conducting certain activities within the Area as contemplated by this Agreement; and

WHEREAS, the CRA finds and declares it is in the public's best interest to assist DOP by providing funding to DOP in the amount of twenty-five thousand dollars (\$25,000.00) contingent upon the DOP meeting the performance standards set forth in Exhibit "B" attached hereto, and incorporated herein, by reference.

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

1. Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

2. Term: The term of this Agreement shall commence on October 1, 2021, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2022.

3. Obligations of DOP: DOP will operate its Downtown offices and provide programs within the Area as generally described in Exhibit "A". DOP shall use the funds provided by the CRA pursuant to section 5 below only for the purposes described in this Agreement, including the exhibits attached hereto. DOP shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the term of this Agreement.

4. CRA's Obligations:

a. The CRA shall pay DOP a fixed amount of twenty-five thousand dollars (\$25,000.00)(the "Funds") to be paid pursuant to the terms and conditions set forth herein.

b. The CRA's obligation to make any payment under this Agreement is expressly contingent upon DOP's compliance at all times with the performance standards outlined in Exhibit "B". Provided the CRA has determined that DOP has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit "B", the CRA shall make the appropriate payments as provided in subsection c below.

c. The payments shall be paid by the CRA to DOP in two (2) installments during the CRA's Fiscal Year (FY) 2021-2022, each within thirty (30) days of the CRA's receipt of a written invoice from DOP. The DOP shall submit the first written invoice for payment at any time during the term of this Agreement after submittal of the first report required under section five below, and the second invoice at any time during the term of this Agreement and after submittal of the third report required under section 5 below.

d. DOP expressly understands that the total amount to be paid by the CRA under this Agreement shall not exceed twenty-five thousand dollars (\$25,000.00).

5. Progress and Financial Reporting: DOP shall submit quarterly progress and summary financial reports to the CRA. The first report, for the period from October 1, 2021-December 31, 2021, shall be provided to the CRA by January 15, 2022. The second report shall include information from the January 2022-March 2022 time frame and shall be provided to the CRA by April 15, 2022. The third

report shall include information from the April 2022-June 2022 time frame and shall be provided to the CRA by July 15, 2022. The final report shall include year-end information as well as information from July 2022-September 2022 and shall be provided to the CRA by September 30, 2022. Progress reports shall be submitted on the form attached as Exhibit "C" hereto and shall include an evaluation of DOP's programs, demonstrated compliance with the performance standards in Exhibit "B", and the amount or level of programs provided. The reports should be sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801. Moreover, the reports shall be consistent with the programs and services described in Exhibit "A". Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of DOP to receive the Funds from the CRA.

6. Books and Records/Audit:

a. DOP shall maintain books, records, and other evidence relating to DOP's use of the Funds provided by the CRA hereunder (hereinafter referred to as the "Books and Records") in accordance with generally accepted accounting principles, procedures and practices, which documents the incubation program in a manner that fulfills the requirements of this Agreement.

b. DOP expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by DOP with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.

c. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7. Repayment of Funds. DOP shall be liable for repayment of any Funds dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which are used by DOP in violation of this Agreement.

8. Monitoring: DOP shall permit the CRA to monitor the operation of the downtown facility by DOP to ensure compliance with the terms of this Agreement. DOP shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all client records and such other information as the CRA may deem necessary.

9. Termination.

a. If DOP breaches any material term of this Agreement and such breach remains uncured, the CRA may terminate the whole or any part of this Agreement. Before the CRA may exercise its right of termination, the CRA shall provide written notice to DOP of DOP's breach or default and DOP shall have thirty (30) days thereafter within which to cure the breach or default.

b. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

c. In the event of termination of this Agreement by the CRA for DOP's breach, DOP shall return to the CRA all unused Funds as of the date of termination.

d. If the CRA breaches any material term of this Agreement and such breach remains uncured, DOP may terminate the whole or any part of this Agreement. Before DOP may exercise its right of termination, DOP shall provide written notice to the CRA of the CRA's breach or default and the CRA shall have thirty (30) days thereafter within which to cure the breach or default.

e. Waiver by DOP of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

f. In the event of termination of this Agreement by DOP for the CRA's breach, the CRA shall reimburse DOP for all reasonable and provable costs incurred by DOP as of the date of termination that DOP would have paid with the Funds but for the termination, provided that any unused Funds previously paid to DOP shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the CRA.

10. Indemnification: DOP agrees to indemnify, defend and hold harmless the CRA, City, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of DOP, its employees, officers, directors, or agents related to this Agreement, (2) the operation of DOP's Downtown facility, or (3) the mere existence of this Agreement itself.

11. Insurance: DOP shall have in force during the Term of this Agreement the insurance coverage listed below. DOP will provide valid Certificates of Insurance to the CRA, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, DOP shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All insurance coverages furnished except workers' compensation and employers' liability shall include the City and CRA and their officers, elected officials, and employees as additional insured with respect to the provision of the programs described in Exhibit "A". The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. DOP shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees.

- a. Commercial General Liability – DOP will provide and maintain a commercial general liability policy (“occurrence” type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- b. Commercial Automobile Liability -- DOP will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- c. Workers' Compensation and Employer's Liability -- DOP will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000 each occurrence.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Nonassignability: DOP may not assign its rights hereunder without the prior written consent of the CRA, which assignment may be agreed to, denied, or conditioned in part or in whole as CRA deems appropriate in its sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CRA before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. Controlling Laws:

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted.
- b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15. Miscellaneous:

- a. DOP warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

b. DOP warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.

c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

d. This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

e. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.

f. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting DOP as the agent or representative of the City for any purpose or in any manner whatsoever.

16. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
City of Orlando Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

AND

Office of Economic Development Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

DOP: Executive Director
201 South Orange Avenue, Suite 102
Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

DOWNTOWN ORLANDO, INC.

By _____

WITNESSES:

(1) _____

Print Name: _____

(2) _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer
Chairman

ATTEST:

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Buddy Dyer and Thomas C. Chatmon, Jr. as the Chairman and Executive Director, respectively, for the Community Redevelopment Area.

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

(Affix Notary Stamp or Seal Above)

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

_____, 2021.

Assistant City Attorney
Orlando, Florida

Exhibit “A”

The mission of the Downtown Orlando Partnership (DOP) is to enhance business and community relationships through collaborative events and initiatives. The DOP strives to see Downtown Orlando become an active community that is recognized as the premier destination of choice for business, community and culture. The strategic priorities of the DOP include 1) Arts, Sports and Entertainment, 2) Lodging and Dining, 3) Real Estate and Development, 4) Technology and 5) Quality of Life. Our activities reflect that purpose and are outlined below:

Events/Initiatives

- Downtown Orlando Food Tours
- Monthly 3rd Thursday Business Networking Events
- Quarterly Lunch & Learn Events
- Golden Brick Award Luncheon
- Annual ConnectDTO class
- State of Downtown Reception
- Annual Deck the Downtown Initiative
- Monthly DO-Pop-Up Events

Board/Volunteers

- Monthly Board Meetings
- Quarterly Events Committee Meetings
- Quarterly Engagement Committee Meetings
- Quarterly Communication Committee Meetings
- Quarterly Governance Committee Meetings
- Bi-Monthly Governmental Affairs Committee Meetings
- Quarterly Downtown Business Council Meetings

Exhibit “B”
Performance Standards

- DOP will uphold its mission to enhance business and community relationships through collaborative events and initiatives and seek to achieve its vision of “Downtown Orlando is an active community recognized as the premier destination of choice for business, community and culture.”
- DOP will have an office presence in the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- DOP will host at least 10 Third Thursday networking events.
- DOP will host events related to its strategic priorities (Art, Sport and Entertainment, Technology, Lodging and Dining, Real Estate and Development, Quality of Life).
- DOP will help promote events held by the downtown Main Street Districts (Church Street and Thornton Park) and downtown technology and art related groups, as well as City/DDB/CRA sponsored events and other relevant events.
- DOP will collaborate with the CRA to assist, as appropriate, in implementing the Redevelopment Plan (Project DTO findings).
- DOP will coordinate with the CRA staff to determine a manner in which to assist the DDB/CRA’S Downtown Information Center in welcoming new businesses to the Area.
- DOP will assist the CRA in clean-up/beautification initiatives.
- Offer affordable and/or sponsored membership opportunities for Parramore businesses.
- DOP will host quarterly lunch and learn sessions or equivalent events.
- DOP will conduct the Golden Brick Awards.
- DOP will conduct the State of Downtown.
- DOP will provide the DDB with opportunities to participate in all of the DOP hosted events listed above and will recognize the DDB as sponsors of the events and display the DDB logo on all event related marketing materials, including spotlights in social media and newsletters. DDB will also be provided a table at any Golden Brick Awards luncheon and any State of Downtown reception, 2 tickets to any lunch and learn event, and complimentary admission for one staff member to attend the ConnectDTO class. Additionally, DDB will be given a minimum of two tickets to each DOP event for DDB staff to attend the event as part of DDB staff’s role in oversight of downtown activities and events.

Exhibit “C”

Downtown Orlando Partnership FY2021/2022 Funding Agreement Benchmarks Report

Term: October 1, 2021 to September 30, 2022

Submitted By:

Date Submitted:

Reporting Quarter (circle one):

1st

2nd

3rd

4th

<u>Program Benchmarks</u>	<u>Circle one</u>	<u>How? Why? Event. Details.</u>
DOP enhanced business and community relationships through collaborative events & initiatives that seek to achieve the vision of making downtown Orlando the premier destination of choice for business & community relationships.	Yes No	
DOP had an office presence in the downtown CRA and consistent office hours of at least 10 am to 5pm, Monday through Friday.	Yes No	
DOP hosted Third Thursday partnership events (at least 10 for year).	Yes No	
DOP hosted major events per strategic priority (Art, Sport & Entertainment, Technology, Lodging & Dining, Real Estate & Development, Quality of Life).	Yes No	
DOP helped promote downtown Mainstreet Districts, tech, art, City/DDB sponsored events, and other related events.	Yes No	
DOP collaborated with the CRA to assist, as appropriate, in implementing the Redevelopment Plan (Project DTO findings).	Yes No	
DOP assisted the DDB/CRA's Downtown Information Center in welcoming new businesses to the area.	Yes No	
DOP offered affordable and/or sponsored membership opportunities to Parramore businesses.	Yes No	
DOP hosted quarterly lunch and learn sessions.	Yes No	
DOP conducted the Golden Brick Awards.	Yes No	
DOP hosted the State of the Downtown.	Yes No	
DOP conducted downtown food tours.	Yes No	
DOP provided the DDB with opportunities to participate in all of the DOP hosted events listed above and recognized the DDB as sponsors of the events and displayed the DDB logo on all event related marketing materials, including spotlights in social media and newsletters.	Yes No	

DOP provided DDB a table at the Golden Brick Awards luncheon.	Yes	No
DOP provided DDB a table at the State of the Downtown reception.	Yes	No
DOP provided DDB with 2 tickets to each lunch and learn event.	Yes	No
DOP provided complimentary admission for one DDB staff member to attend the ConnectDTO class.	Yes	No
DOP provided DDB with a minimum of 2 tickets to each DOP event for DDB staff to attend the event as part of the DDB staff's role in oversight of downtown activities and events.	Yes	No

HOMELESS OUTREACH FUNDING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021 (the “Effective Date”), by and between the **HEALTH CARE CENTER FOR THE HOMELESS, INC. (“HCCH”)**, a Florida not-for-profit corporation, **HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC. (“HSN”)**, a Florida not-for-profit corporation, and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes.

W I T N E S S E T H:

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

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

WHEREAS, the Redevelopment Plan provides that the CRA may support and fund outreach programs to assist homeless persons in regaining self-sufficiency and minimizing the impacts of the homeless on the residents and businesses within the Area; and

WHEREAS, the loitering of homeless persons in the Area is an impediment to further redevelopment of the Area; and

WHEREAS, the CRA desires to have persons knowledgeable with respect to available homeless services in the Area to provide outreach to the homeless persons within the Area in an effort to meet goals for the Plan and reduce the number of homeless persons in the Area; and

WHEREAS, the HCCH desires to provide a homeless outreach services program within the Area through the use of homeless outreach specialists as more specifically described on Exhibit “A” (“Services”); and

WHEREAS, the HCCH has available the necessary qualified and trained personnel, facilities, materials, and supplies to perform the Services and operate its Program described in Exhibit “A”; and

WHEREAS, the CRA desires to assist in funding HCCH’s provision of the Services in the Area in partial fulfillment of Redevelopment Plan goals; and

WHEREAS, HSN also desires to assist in funding the provision of the Services in the Area; and

WHEREAS, these Services benefit, directly and indirectly, the homeless population within the Area as well as the businesses and residents in the Area; and

WHEREAS, the CRA declares it is in the public's best interest to provide funding to HCCH in the amount of sixty-seven thousand two hundred dollars (\$67,200.00) ("CRA Funds") to be used towards the costs of providing the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, HSN agrees to contribute thirty-five thousand dollars (\$35,000.00) to HCCH to be used towards the cost of providing the Services ("HSN Funds"); and

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

1. Incorporation of Preamble: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

2. Term: The term of this Agreement shall commence on October 1, 2021, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2022.

3. Funding: Under the terms and conditions set forth in this Agreement, the CRA agrees to contribute the CRA Funds to the HCCH to assist in its provision of the Services and in partial fulfillment of the Redevelopment Plan goals. Such CRA Funds shall be distributed to HCCH in one payment of \$67,200.00 on or before October 31, 2021. HSN agrees to contribute the HSN Funds to HCCH to assist in its provision of the Services. Such HSN Funds shall be distributed to HCCH through a cost reimbursement process from October 1, 2021 to September 30, 2022, based on a subcontract between HSN and HCCH. The CRA Funds and the HSN Funds shall collectively be referred to as "Funds".

4. Obligations of HCCH: Within the Area, HCCH will provide the outreach Services as generally described in Exhibit "A" throughout the Term of this Agreement. HCCH shall use the Funds pursuant to section 3 above only within the Area and only for the purposes described in this Agreement, including the exhibits attached hereto. HCCH shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the term of this Agreement.

5. Progress and Financial Reporting: HCCH shall submit quarterly progress and summary financial reports to the CRA and HSN. The first report, for the period from October 2021-December 2021, shall be provided by January 15, 2022. The second report, for January 2022-March 2022, shall be provided by April 15, 2022. A third report, for April 2022-June 2022 shall be provided by July 15, 2022 and a final report for July-September shall be provided by September 15, 2022 and shall include information from the entire term of the Agreement as well as a separate reporting for the July-September time frame. Progress reports shall include an evaluation of the Services provided (including numbers served, placement, and progress towards meeting objectives of resident stability/housing and increase in income and/or skills. The reports shall also contain a specific accounting of the number of referrals to the Men's Service Center operated by the Coalition for the Homeless and the outcome of those referrals. The reports should be sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801. Moreover, the reports shall be consistent with the Services described in Exhibit "A" and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports shall constitute

grounds for termination of this Agreement and may result in the ineligibility of HCCH to receive or retain the Funds received from the CRA or HSN.

6. Books and Records/Audit:

a. HCCH shall maintain books, records, and other evidence relating to the Services provided and use of the Funds hereunder (hereinafter referred to as the “Books and Records”) in accordance with generally accepted accounting principles, procedures and practices, which documents the homeless outreach program in a manner that fulfills the requirements of this Agreement.

b. HCCH expressly acknowledges that the CRA and HSN shall have the right to audit the Books and Records from time to time for compliance by HCCH with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.

c. The CRA and HSN shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7. Repayment of Funds: HCCH shall be liable for repayment of any Funds dispersed under the terms of this Agreement, which may be deemed by the funding entity to have been dispersed in error, or which are used by HCCH in violation of this Agreement.

8. Monitoring: HCCH shall permit the CRA and HSN to monitor the provision of the Services by HCCH and to ensure compliance with the terms of this Agreement. HCCH shall, to assist monitoring of its program, provide to the CRA and HSN or their designees access to all client records and such other information as the CRA and HSN may deem necessary.

9. Termination:

a. In the event of a breach or default by HCCH, the CRA, or HSN shall provide written notice to HCCH of HCCH’s breach or default and HCCH shall have thirty (30) days thereafter within which to cure the breach or default. If such breach or default remains uncured for a period of 30 days after the provision of the notice of such breach or default, the CRA or HSN terminate the whole or any part of this Agreement.

b. Waiver by the CRA or HSN of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

c. In the event of termination of this Agreement for HCCH’s breach, HCCH shall return all unused Funds to the appropriate funding entity as of the date of termination.

d. In the event of a breach or default by the CRA or HSN by non-payment of Funds due HCCH, HCCH shall provide written notice to all parties of the breach and the breaching party shall have thirty (30) days thereafter within which to cure the breach or default. If such breach or default remains uncured

for a period of 30 days after the provision of the notice of such breach or default, HCCH may: a) continue provision of the Services with Funds already obtained or by other funds available to HCCH, b) propose alternate actions to be taken to continue provision of the Services or c) terminate this Agreement and cease provision of the Services and return any Funds not used to provide Services to date to the party providing such portion of the Funding. In any event, should HCCH terminate this Agreement, HCCH shall be responsible for repayment of any Funds that have been provided to HCCH, but not yet used in the provision of Services.

10. Indemnification: HCCH agrees to indemnify, defend and hold harmless the CRA, HSN, and the City of Orlando, their board members, employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of HCCH, its employees, officers, directors, or agents related to this Agreement, (2) the operation the Services, or (3) the mere existence of this Agreement itself.

11. Insurance: HCCH shall have in force during the term of this Agreement the insurance coverage listed below. HCCH will provide valid Certificates of Insurance to the CRA and HSN within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA and HSN prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, HCCH shall immediately provide written notice to the CRA and HSN upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All insurance coverages furnished expect workers' compensation and employers' liability shall include the City, CRA, and HSN and their officers, elected officials, and employees as additional insured with respect to the provision of the Services. The City, CRA, and HSN shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. HCCH shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, CRA, and HSN, and their officers, elected officials, agents and employees.

a. Commercial General Liability – HCCH will provide and maintain a commercial general liability policy ("occurrence" type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.

b. Commercial Automobile Liability -- HCCH will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.

c. Workers' Compensation and Employer's Liability -- HCCH will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000 each occurrence.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Nonassignability: HCCH may not assign the rights hereunder without the prior written consent of the CRA and HSN which assignment may be agreed to, denied, or conditioned in part or in whole as CRA and HSN deem appropriate in their sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CRA before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. Controlling Laws:

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15. Miscellaneous:

a. HCCH warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

b. HCCH warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.

c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing. The continued performance by any party hereto after an event of default shall not be deemed a waiver of any rights by the CRA. Furthermore, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present.

d. This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

e. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.

f. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting HCCH as the agent or representative of the CRA or HSN for any purpose or in any manner whatsoever. The performance of the Services outlined in this Agreement is as independent entities and not as agents of each other.

16. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
City of Orlando Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

AND

Office of Economic Development Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

HCCH: Chief Operating Officer
Health Care Center for the Homeless
232 N Orange Blossom Trail
Orlando, FL 32805

HSN: Executive Director
Homeless Services Network of Central Florida
2828 Edgewater Drive
Orlando, FL 32854

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

Signatures on next page

HEALTH CARE CENTER FOR THE HOMELESS

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 20____, by
_____ as the _____ of Health Care Center for the Homeless.

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 _____

**HOMELESS SERVICES NETWORK OF CENTRAL
FLORIDA, INC.**

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as the _____ for Homeless Services Network of Central Florida, Inc.

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 _____

Notary Public

My Commission Expires:

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer
Chairman

ATTEST:

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Buddy Dyer and Thomas C. Chatmon, Jr. as the Chairman and Executive Director, respectively, for the Community Redevelopment Agency.

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

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2021.

Assistant City Attorney
Orlando, Florida

Exhibit “A”

Downtown Homeless Outreach Services Program

Overview

The Downtown Homeless Outreach Services program is committed to transforming the lives of individuals experiencing homelessness through comprehensive street outreach that restores dignity and partners with them to reach their housing and life goals. The purpose of the Downtown Homeless Outreach Services program is to engage daily with homeless clients in the downtown Orlando. Using the philosophy of Housing First, this program will provide outreach and engagement services to conduct interventions to quickly assess and link clients to long term housing, health, mental health and other supportive services. The Downtown Homeless Outreach Services Team will attend community meetings and develop relationships with local businesses, organizations, and service providers.

The program will refer clients for necessary services and offer transportation assistance. Two individuals serving as Navigators will work as part of a Street Outreach Team to identify solutions to trends within the homeless community.

Program Goals

- Provide targeted outreach to homeless individuals living in downtown Orlando as well as homeless encampments within the CRA.
- The program strives to build trust with homeless individuals with the goal of linking them to sustainable housing, shelter, medical care, housing, public benefits, and other services.
- Engage the unsheltered homeless and help them in accessing stable housing
- Work with police, fire, service providers and faith-based community
- Work with downtown businesses, providing information and resolving issues related to the downtown homeless
- Gather data about the downtown homeless population

Program Objectives:

- Provide navigation to homeless households to enable them to access and maintain stable housing.
- Significantly reduce the average length of time a family or person spends homeless
- Develop systems to collect, maintain and monitor meaningful data

Term of Project: October 1, 2021 through September 30, 2022

Annual Program Budget:

Outreach Navigators	\$104,700
Direct assistance to individual and families	\$ 5,500
Supplies	\$1,000
Reporting/Admin	\$7,310
Total	\$118,510

History

The Downtown Homeless Outreach team began providing outreach services in February of 2011. The main focus of the Outreach Team is to meet and engage the unsheltered homeless in downtown Orlando and, if the person is willing, get them placed in emergency, transitional or permanent housing. The Outreach Team utilizes relationships with partner agencies for shelter and supportive services.

Proposed Operations

The Outreach Team will track their contacts through the Homeless Management information System (HMIS) a data system managed by the area Continuum of Care lead agency, HSN. Monthly reporting would be available to monitor outcomes. HSN is also a referral agency for services such as bed availability and placement.

During the program year, the team would be employed and managed by the Health Care Center for the Homeless, Inc. They will be required to comply with HCCH standard employment requirements and evaluations. The Outreach Team will operate at least forty (40) hours per week per person. The Outreach Team will ensure availability of services during the hours between 8 a.m. and 7 p.m. and one weekend a month. Specific hours may be agreed to by the CRA Executive Director and HCCH Executive Director in writing.

Process

To determine the level of care required, the Outreach Team will perform a Vulnerability Assessment on all approachable and amenable persons who state they do not have a permanent residence. This data will be tracked and entered into HMIS. A determination is made as to whether the person is chronically homeless or situationally homeless. This Vulnerability Assessment will include a referral for medical, dental, behavioral health, and detoxification as needed. Based on the assessments, the Outreach Team will educate the person about appropriate services that may benefit them. The team may follow up with clients who are referred to shelters and transitional housing either directly through the client or through an agency contact. Those who are identified to be in situational homelessness may be referred to appropriate agencies for a fast-track emergency intake and development of a long term (3-6 months) care plan. The goal is to establish a client centered plan to provide stable housing with wrap-around case management.

The Outreach Team would also meet regularly with downtown businesses to determine their experience in encountering the homeless. This will include the business providing specific information so the team may provide a strategically targeted effort. Based on these meetings, the team will determine the best approach to addressing the concerns identified by the businesses. The Team will also follow up regularly to assess progress.

Reporting requirements

All data should be entered into HMIS by the Outreach Team and HMIS-participating referral agencies. A report will be prepared quarterly to include:

- Number served and basic demographics
- Placement –homeless status at engagement and location/type of placement
- Progress to meeting the objectives of:
 - Moving homeless clients living on the streets into emergency, transitional or permanent housing
 - Increase in income of engaged clients from all eligible mainstream benefits and development of skills
 - Successful referral for treatment of mental illness, substance abuse and/or other disabilities

Collaborating Agencies' Responsibilities

The Health Care Center for the Homeless: Management and Administration of Outreach Team

To continue the important work of this program, the Health Care Center for the Homeless (HCCH) proposes to act as management and implementation agent for this program to ensure objectives and reporting requirements are met.

HCCH has a history of managing outreach teams that work with the homeless, specifically the HOPE Team. HCCH would manage the Downtown Homeless Outreach Team in the following manner:

- Maintain oversight of outreach coordinators and additional necessary staff.

- Provide any necessary office space within the downtown Community Redevelopment Area for outreach coordinators.
- Coordinate staff training updates, certifications, licenses as needed to work with this population.
- Develop clear expectations and process for evaluating individual client and staff needs, and safety precautions.
- Ensure the use of a “Vulnerability Assessment” is implemented to gauge the client’s immediate needs.
- Enter client data and track care plans or ensure that referral agencies enter data and track through HMIS.
- Prepare outreach schedule for downtown businesses to become aware of the services.
- Develop and print a brochure (current Downtown Street Card) with contact info to distribute to downtown businesses, providers, and clients. The draft brochure shall be sent to the CRA for its input prior to printing brochures for distribution.
- Coordinate quarterly check-in meetings with OPD, OFD, and downtown faith community.
- Meet on a weekly basis with the City of Orlando’s Sr. Advisor on Homelessness and Social Services.
- Establish weekly client staffing meeting to ensure use of most currently recognized best standards of practice and resolve any issues.
- Refer clients to appropriate agencies for case management, housing placement, access to healthcare, mental health services, substance abuse services, disability services, domestic violence counseling, safe refuge and transportation services.

City of Orlando Community Redevelopment Agency and Homeless Services Network: Funding Source, Reporting and Monitoring

The CRA and HSN will continue to coordinate and participate in regularly scheduled meetings with the appropriate community partners to monitor progress and evolve practices with respect to the Program.

Budget Narrative

Program Funding:

The CRA will allocate \$67,200 in funding to this Project to be used towards the costs of the two outreach specialists. HSN will provide \$35,000 and HCCH will provide the remaining funds needed to fund the Program for the period of October 1, 2021 through September 30, 2022. The cost to continue this program from October 1, 2021 through September 30, 2022 is approximately \$108,879.

Annual Program Budget:

Lead Outreach Specialist (includes fringe)	\$56,000
Outreach Specialist (includes fringe)	\$48,700
Direct assistance to individual and families	\$ 5,500
(Bus passes for family reunification and essential transportation, prescription medications, detoxification and treatment fees, emergency shelter fees, gas cards, identification costs, emergency food or clothing, etc)	
Supplies	\$ 1,000
(internet service, and printing, etc)	
Reporting	\$ 7,310

Total \$118,510

Exhibit “B”

Performance Standards

Proposed Outputs

- Conduct daily street outreach to develop relationships and build rapport with clients in order to assist them with finding a home. Services may include assisting the individual with gathering documentation, increasing income, accessing appropriate mental and physical health services, and any other services that assist an individual to improve his/her quality of life.
- Complete all necessary paperwork to track client progress, (daily logs, ISP, etc.). Meet with established clients on a weekly basis to review, evaluate, and support goal completion.
- Respond within specific contract timeframes to requests for street outreach services and send follow-up information to the requestor and the supervisor.
- Conduct VI-SPDAT, (Vulnerability Index- Service Prioritization Decision Assistance Tool), on all new clients in order to connect them to proper intervention and services.
- Document results, complete match initiation form, and submit all paperwork to CES Coordinator.
- Help client to obtain various forms of identification including birth certificates and social security cards.
- Assist with applications for supportive and subsidized housing and prospect potential locations for affordable rental housing.
- Collaborate with community substance abuse and mental health providers to ensure seamless referral services.
- Work with local law enforcement and interim service providers to ensure a smooth transition from street living to interim housing.
- Provide ongoing information, referrals, linkages, and advocacy for all other identified needs.
- Creatively use and develop community resources to broker and link clients to services.
- Provide a high-quality customer service environment for all clients.
- Participate in meetings and training as requested by the CRA/DDB and the City of Orlando’s Sr. Advisor on Homelessness and Social Services.
- 400 unduplicated homeless persons, within the contract year, will be engaged in outreach and enter minimum HMIS data or enter updated HMIS data,
- No less than 80% of all individuals engaged in outreach will have a Vulnerability Assessment performed to determine the urgency of their medical needs to identify those at highest risk of dying on the streets; the highest scoring clients will receive priority case management and resources including be referred to coordinated access for rapid re-housing, permanent supportive housing; or provided family reunification,
- At least 30 clients identified from DT Outreach will be tracked from assessment to housing navigation to leasing. Results and data will be provided at the end of the contract.
- No less than 80% of those unduplicated persons will be screened for medical and/or dental services, and referred appropriately,
- No less than 20% of those unduplicated persons with identified substance abuse or mental health issues will be referred to the appropriate behavioral health facility for care,
- 300 homeless persons will be referred to emergency shelters,
- 200 homeless persons will be referred to appropriate agencies for support services to assist the client in securing appropriate identification, achieve housing stability and accessing mainstream benefits (DCF, SSI/DI, VA, Medicaid),
- 100 homeless persons will be referred to the Men’s Service Center (operated by the Coalition for the Homeless) for intake assessment utilizing HMIS,

- Respond, upon notification by the CRA or HSN of the existence of such, to areas of highly concentrated homeless persons or homeless activity within the Area in need of outreach services by developing and implementing a programmatic plan of action to address such need and provide the CRA and HSN a report of such actions taken within 15 days of initial notification.
- 50 homeless persons with current medical issues will obtain medical or dental services at HCCH
- 50 homeless persons will obtain emergency shelter at shelters participating in HMIS
- 75 homeless persons and families will receive housing beyond emergency shelter (transitional, permanent, permanent supportive and reunification)

Process: Outreach staff person will use the following process and targets to achieve desired system-wide outcomes:

- Outreach/Navigator Process
 - Complete Coordinated Access assessments throughout the community targeting those that, using your experience and expertise, appear to:
 - have been homeless for a significant amount of time
 - experiencing significant mental health symptoms
 - abusing substances and/or
 - elderly
 - Enroll in clients in Coordinated Entry, those who meet 1 or more of the following criteria:
 - Matched to PSH based upon funding and priority from CRA and the City of Orlando
 - Identified on a frequent flyer list as populated with collaborating agencies, CRA and the City of Orlando
 - Chronically homeless
 - VI of 5 or higher
 - Navigate those that are enrolled in CES from housing referral to lease up
 - Refer those that are not appropriate for CES to other CAS hub locations.
 - If necessary, transport those being referred to another hub to that location

Term of Project: October 1, 2021 through September 30, 2022

STARTER STUDIO FL, INC. FUNDING AGREEMENT

THIS AGREEMENT, effective as of October 1, 2021 (the “Effective Date”), is made and entered into by and between STARTER STUDIO FL INC. (“STARTER STUDIO”), a Florida not-for-profit corporation, and the CITY OF ORLANDO COMMUNITY REDEVELOPMENT AGENCY (“CRA”), a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 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, the Redevelopment Plan addresses the need for business recruitment, development, and retention within the Downtown Orlando Redevelopment Area (the “Area”); and

WHEREAS, one of the goals of the Redevelopment Plan is to support and incentivize business incubators within the Area; and

WHEREAS, the Redevelopment Plan notes the growing technology section within the Area, cites the barriers for startups in the industry, including access to capital, and encourages the CRA’s assistance in business recruitment and retention within such sector and support of the growth of such emerging sector through various means including the providing of tools and resources to help the businesses flourish; and

WHEREAS, the CRA seeks to have businesses locate in the Area and remain located within the Area in order to prevent slum and blight within the Area; and

WHEREAS, by locating its offices and business accelerator within the Area at 130 South Orange Avenue, Suite B, STARTER STUDIO is able to provide incubator and related services focused on growing technology and innovative companies as well as provide seed funding for businesses to start, stay and grow within the Area; and

WHEREAS, the CRA declares it is in the public’s best interest to assist STARTER STUDIO by providing funding to STARTER STUDIO in the amount of one hundred twenty-five thousand dollars (\$125,000.00) in accordance with the terms hereof.

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

1. Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

2. Term: The term of this Agreement shall commence on October 1, 2021 and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2022.

3. Obligations of STARTER STUDIO: STARTER STUDIO will operate its Downtown facility to provide programs as generally described in Exhibit "A". The facility will serve the Area with a suite of programs aimed at Area businesses and businesses seeking to locate within the Area. STARTER STUDIO shall use the funds provided by the CRA pursuant to section 5 below only for the purposes described in this Agreement, including the exhibits attached hereto. STARTER STUDIO shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the term of this Agreement.

4. CRA's Obligations:

a. The CRA shall pay STARTER STUDIO, a fixed amount of one hundred twenty-five thousand dollars (\$125,000.00) (the "Funds") to be paid and used pursuant to the terms and conditions set forth herein. STARTER STUDIO will be responsible for funding salaries, travel expenses, facility rental, and other related operational costs of STARTER STUDIO.

b. The CRA's obligation to make any payment under this Agreement is expressly contingent upon STARTER STUDIO's compliance at all times with the performance standards outlined in Exhibit "B". Provided the CRA has determined that STARTER STUDIO has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit "B", the CRA shall make the appropriate payments as provided in subsection c below.

c. The payments shall be paid by the CRA to STARTER STUDIO in two (2) equal installments of sixty-two thousand five hundred dollars (\$62,500.00) each to be paid during the CRA's Fiscal Year (FY) 2021-2022, each within thirty (30) days of the CRA's receipt of a written invoice from STARTER STUDIO. STARTER STUDIO shall submit the first written invoice for payment at any time during the term of this Agreement after submittal of the first report required under section five below, and the second invoice at any time during the term of this Agreement and after submittal of the third report required under section 5 below.

d. STARTER STUDIO expressly understands that the sum total amount to be paid by the CRA under this Agreement shall not exceed one hundred twenty-five thousand dollars (\$125,000.00).

5. Progress and Financial Reporting: STARTER STUDIO shall submit quarterly progress and summary financial reports to the CRA. The first report, for the period from October 1, 2021-December 31, 2021, shall be provided to the CRA by January 15, 2022. The second report shall include information from the January 2022-March 2022 time frame and shall be provided to the CRA by April 15, 2022. The third report shall include information from the April 2022-June 2022 time frame and shall be provided to the CRA by July 15, 2022. The final report shall include year-end information as well as information from July 2022-September 2022 and shall be provided to the CRA by September 30, 2022.

Progress reports shall be submitted on the form attached as Exhibit “C” hereto and shall include an evaluation of STARTER STUDIO’s programs, demonstrated compliance with the performance standards in Exhibit “B”, and the number or level of programs provided. The reports should be sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801 and e-mailed to victoria.nguyen@downtownorlando.com, the Division Fiscal Manager of the CRA. Moreover, the reports shall be consistent with the programs and services described in Exhibit “A”. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of STARTER STUDIO to receive the Funds from the CRA.

6. Books and Records/Audit:

a. STARTER STUDIO shall maintain books, records, and other evidence relating to the Downtown Incubator program and STARTER STUDIO’s use of the Funds provided by the CRA hereunder (hereinafter referred to as the “Books and Records”) in accordance with generally accepted accounting principles, procedures and practices, which documents the incubation program in a manner that fulfills the requirements of this Agreement.

b. STARTER STUDIO expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by STARTER STUDIO with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.

c. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7. Repayment of Funds. STARTER STUDIO shall be liable for repayment of any Funds dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which are used by STARTER STUDIO in violation of this Agreement.

8. Monitoring: STARTER STUDIO shall permit the CRA to monitor the operation of the Downtown facility by STARTER STUDIO to ensure compliance with the terms of this Agreement. STARTER STUDIO shall, to assist monitoring of its program, provide to the CRA or the CRA’s designee access to all client records and such other information as the CRA may deem necessary.

9. Termination.

a. If STARTER STUDIO breaches any material term of this Agreement and such breach remains uncured, the CRA may terminate the whole or any part of this Agreement. Before the CRA may exercise its right of termination, the CRA shall provide written notice to STARTER STUDIO of STARTER STUDIO’s breach or default and STARTER STUDIO shall have thirty (30) days (or longer if mutually agreed upon by all parties) thereafter within which to cure the breach or default.

b. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

c. In the event of termination of this Agreement by the CRA for STARTER STUDIO breach, STARTER STUDIO shall return to the CRA all unused Funds as of the date of termination.

d. If the CRA breaches any material term of this Agreement and such breach remains uncured, STARTER STUDIO may terminate the whole or any part of this Agreement. Before STARTER STUDIO may exercise its right of termination, STARTER STUDIO shall provide written notice to the CRA of the CRA's breach or default and the CRA shall have thirty (30) days (or longer if mutually agreed upon by all parties) thereafter within which to cure the breach or default.

e. Waiver by STARTER STUDIO of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

f. In the event of termination of this Agreement by STARTER STUDIO for the CRA's breach, the CRA shall reimburse STARTER STUDIO for all reasonable and provable costs incurred by STARTER STUDIO as of the date of termination that STARTER STUDIO would have paid with the Funds but for the termination, provided that any unused Funds previously paid to STARTER STUDIO shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the CRA.

10. Indemnification: STARTER STUDIO agrees to indemnify, defend and hold harmless the CRA, City, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of STARTER STUDIO, its employees, officers, directors, or agents related to this Agreement, (2) the operation of STARTER STUDIO's facility within the Area, or (3) the mere existence of this Agreement itself.

11. Insurance:

a. STARTER STUDIO shall have in force during the Term of this Agreement the insurance coverage listed below. STARTER STUDIO will provide valid Certificates of Insurance to the CRA, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, STARTER STUDIO shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All STARTER STUDIO insurance coverages furnished expect workers' compensation and employers' liability shall include the City and CRA and their officers, elected officials, and employees as additional insured with respect to the provision of the programs

described in Exhibit “A”. The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. STARTER STUDIO shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees.

- i. Commercial General Liability – STARTER STUDIO will provide and maintain a commercial general liability policy (“occurrence” type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- ii. Commercial Automobile Liability -- STARTER STUDIO will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- iii. Workers' Compensation and Employer's Liability -- STARTER STUDIO will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000 each occurrence.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Nonassignability: No party may assign its rights hereunder without the prior written consent of the other parties, which assignment may be agreed to, denied, or conditioned in part or in whole as the parties deem appropriate. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CRA before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. Controlling Laws:

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15. Miscellaneous:

a. STARTER STUDIO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide

employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

b. STARTER STUDIO warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.

c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

d. This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

e. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.

f. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting STARTER STUDIO as the agent or representative of the City for any purpose or in any manner whatsoever.

16. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
City of Orlando Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

With copy to:
City Attorney's Office, 3rd floor
400 South Orange Avenue
Orlando, FL 32801

STARTER STUDIO: Lilian Myers
130 South Orange Avenue, Suite B
Orlando, FL 32801

With copy to:
Foley and Lardner
Attn: Taylor Pancake
111 North Orange Avenue, Suite 1800
Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

STARTER STUDIO FL INC.

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, as the _____ of Starter Studio FL Inc.

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 _____:

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer
Chairman

ATTEST:

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, 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.

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 _____:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2021.

Assistant City Attorney
Orlando, Florida

Exhibit “A”

STARTER STUDIO will host its accelerator programs for technology companies and provide seed capital to graduating companies from its second-stage accelerator that demonstrate significant growth potential with a broad national or international reach. Average investments are expected to be from between \$25,000 to \$225,000 per company. Companies are chosen for investment by the STARTER STUDIO board and investments are based on the entrepreneur reaching milestones including completion of the six-month second-stage accelerator program to be conducted at its offices located within the Downtown Community Redevelopment Area at 101 South Garland Avenue. Businesses located within the Area will be specifically encouraged to apply for the accelerator program and locate their offices within the Area if not already located there. STARTER STUDIO will partner with the CRA, DDB, UCF, Rollins, and venture competitions to advertise and recruit for future cohorts to bring additional new companies into the Area.

Exhibit “B”
Performance Standards

STARTER STUDIO SHALL:

- Host a minimum of three (3) annual cohorts of comprising a minimum of four (4) companies per cohort, or no less than 20 companies per year. The parties acknowledge that because the length of programs vary, cohorts may not be complete within the 12-month Term of the Agreement but agree that at least two (2) cohorts will be completed during the Term and a third cohort started.
- Hold competitive application process for acceptance into the program, with final acceptance made by StarterStudio Investment and Program Committees.
- Participating teams will be provided access to desks at the StarterStudio Downtown location as available.
- Provide funding to eligible Seed Stage Accelerator cohort companies in compliance with criteria established by Starter Studio’s Investment Committee and granted by a vote of Starter Studio’s full Board of Directors. Funding, in the form of Convertible Notes, is made in amounts ranging from \$25,000 to a total of \$225,000. Returns from Notes are returned to Starter Studio Seed Fund to invest in other companies.
- Pair business teams with coaches, mentors, and subject matter experts for 120 or more hours of expert support per cohort both during and after the program.
- Make available weekly one-to-one meetings between business teams and Starter Studio leadership staff, program facilitators, or Entrepreneur in Residence to confirm progress and discuss barriers.
- Provide opportunities for companies in the Seed program to present to accredited investors, including, but not limited to, local angel and venture capital firms.
- Host or support participation of each participating company in Demo Days, showcases, startup pitch events, graduation celebrations, virtual events, or other public forums to provide visibility.
- Annually collect key performance indices (KPIs) on the economic impact of participating companies to include number of jobs created, revenue generated, capital raised through surveys of Starter Studio graduates.
- Host 1 - 3 in-person or virtual public educational events per month.
- Host or participate in a minimum of two in-person or virtual outreach events during the term in support of the Parramore community.
- Encourage companies completing the Starter Studio accelerator program to participate in the UCF Downtown Incubator programs and locate their businesses within the Area.

Exhibit “C”

Reporting Due Dates	
First Report - January 15, 2022	
Second Report - April 15, 2022	
Third Report - July 15, 2022	
Fourth Report - September 30, 2022	

Submitted By: Lilian Myers, Executive Director

[illegible]

THORNTON PARK DISTRICT, INC. /COMMUNITY REDEVELOPMENT AGENCY
FUNDING AGREEMENT

THIS AGREEMENT, effective as of October 1, 2021 (the “Effective Date”), is made and entered into by and between the, **THORNTON PARK DISTRICT, INC.** (“District”), a Florida not-for-profit corporation and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 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, one of the Redevelopment Plan’s goals is encouraging and promoting a variety of events within the Downtown Orlando Redevelopment Area (the “Area”) as well as marketing the Area; and

WHEREAS, the Redevelopment Plan also notes the need for a superior pedestrian experience within the Area; and

WHEREAS, a goal of the Redevelopment Plan is to encourage public art installations in the Area; and

WHEREAS, the Redevelopment Plan establishes goals of supporting “clean and safe” programming within the Area; and

WHEREAS, the District’s mission is to create a vibrant community for its business owners, residents, and visitors through events, public art, and design; and

WHEREAS, by locating its offices within the Area, the District is able to conduct collaborative events and initiatives within the Area; and

WHEREAS, the CRA desires to have the District assist the CRA in fulfilling its Redevelopment Plan goals by providing certain programs and conducting certain activities within the Area as contemplated by this Agreement; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to assist the District by providing funding to the District in the amount of fifty thousand dollars (\$50,000.00) contingent upon the District meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

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

1. Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

2. Term: The term of this Agreement shall commence on October 1, 2021, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2022.

3. Obligations of the District: The District will operate its Downtown offices and provide programs within the Area as generally described in Exhibit "A", attached hereto and incorporated herein by this reference. District shall use the funds provided by the CRA pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto, to generally include completing public improvement and beautification projects within the District, marketing and promoting the District, and holding events within the District. The District shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the term of this Agreement.

4. CRA's Obligations:

a. The CRA shall pay the District a fixed amount of fifty thousand dollars (\$50,000.00) (the "Funds") to be paid pursuant to the terms and conditions set forth herein.

b. The CRA's obligation to make any payment under this Agreement is expressly contingent upon the District's compliance at all times with the performance standards outlined in Exhibit "B". Provided the CRA has determined that the District has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit "B", the CRA shall make the appropriate payments as provided in subsection c below.

c. The payments shall be paid by the CRA to the District in two (2) installments during the CRA's Fiscal Year (FY) 2021-2022, each within thirty (30) days of the CRA's receipt of a written invoice from the District. The District shall submit the first written invoice for payment at any time during the term of this Agreement after submittal of the first report required under section five below, and the second invoice at any time during the term of this Agreement and after submittal of the third report required under section 5 below.

d. The District expressly understands that the total amount to be paid by the CRA under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).

5. Progress and Financial Reporting: The District shall submit quarterly progress and summary financial reports to the CRA. The first report, for the period from October 1, 2021-December 31, 2021, shall be provided to the CRA by January 15, 2022. The second report shall include information from the January 2022-March 2022 time frame and shall be provided to the CRA by April 15, 2022. The third report shall include information from the April 2022-June 2022 time frame and shall be provided to the CRA by July 15, 2022. The final report shall include year-end information as well as information from July 2022-September 2022 and shall be provided to the CRA by September 30, 2022. Progress

reports shall be submitted on the form attached as Exhibit “C” hereto and shall include an evaluation of the District’s programs, demonstrated compliance with the performance standards in Exhibit “B”, and the amount or level of programs provided. The reports should be sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801. Moreover, the reports shall be consistent with the programs and services described in Exhibit “A”. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the District to receive the Funds from the CRA.

6. Books and Records/Audit:

a. The District shall maintain books, records, and other evidence relating to the District’s use of the Funds provided by the CRA hereunder (hereinafter referred to as the “Books and Records”) in accordance with generally accepted accounting principles, procedures and practices, which documents the expenditures in a manner that fulfills the requirements of this Agreement.

b. The District expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by the District with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.

c. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7. Repayment of Funds. The District shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which are used by the District in violation of this Agreement.

8. Monitoring: The District shall permit the CRA to monitor the operation of the downtown facility by the District to ensure compliance with the terms of this Agreement. The District shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all client records and such other information as the CRA may deem necessary.

9. Termination.

a. If the District breaches any material term of this Agreement and such breach remains uncured, the CRA may terminate the whole or any part of this Agreement. Before the CRA may exercise its right of termination, the CRA shall provide written notice to the District of the District’s breach or default and the District shall have thirty (30) days thereafter within which to cure the breach or default.

b. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

c. In the event of termination of this Agreement by the CRA for the District’s breach, the District shall return to the CRA all unused Funds as of the date of termination.

d. If the CRA breaches any material term of this Agreement and such breach remains uncured, the District may terminate the whole or any part of this Agreement. Before the District may exercise its right of termination, the District shall provide written notice to the CRA of the CRA's breach or default and the CRA shall have thirty (30) days thereafter within which to cure the breach or default.

e. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

f. In the event of termination of this Agreement by the District for the CRA's breach, the CRA shall reimburse the District for all reasonable and provable costs incurred by the District as of the date of termination that the District would have paid with the Funds but for the termination, provided that any unused Funds previously paid to the District shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the CRA.

10. Indemnification: The District agrees to indemnify, defend and hold harmless the CRA, City, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the District, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the District's activities, or (3) the mere existence of this Agreement itself.

11. Insurance: The District shall have in force during the Term of this Agreement the insurance coverage listed below. The District will provide valid Certificates of Insurance to the CRA, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the District shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All insurance coverages furnished except workers' compensation and employers' liability shall include the City and CRA and their officers, elected officials, and employees as additional insured with respect to the provision of the programs described in Exhibit "A". The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. The District shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees.

a. Commercial General Liability – The District will provide and maintain a commercial general liability policy ("occurrence" type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.

b. Commercial Automobile Liability – The District will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.

c. Workers' Compensation and Employer's Liability – The District will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000 each occurrence.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Nonassignability: The District may not assign its rights hereunder without the prior written consent of the CRA, which assignment may be agreed to, denied, or conditioned in part or in whole as CRA deems appropriate in its sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CRA before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. Controlling Laws:

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15. Miscellaneous:

a. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

b. The District warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.

c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

d. This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

e. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.

f. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting the District as the agent or representative of the CRA for any purpose or in any manner whatsoever.

16. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
City of Orlando Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

AND

Economic Development Department Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

District: Executive Director
100 South Eola Drive
Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

THORNTON PARK DISTRICT, INC.

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Church Street District, Inc.

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 _____:

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Buddy Dyer
Chairman

ATTEST:

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, 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.

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 _____:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2021.

Assistant City Attorney
Orlando, Florida

Exhibit “A”

The Thornton Park District offices are located at:

100 S Eola Drive STE#200

Orlando Fl 32801

Mission - create a vibrant community for our business owners, residents and visitors through events, public art, and design.

Goals for 2021-2022

- To continue to work directly with our Businesses through this difficult time of COVID to ensure they continue to thrive.
- Marketing the district as a safe and enjoyable experience for all our visitors.
- To identify new creative placemaking areas to brand the district.
- To complete the development of Washington Street through parklets and lighting.

Programs for 2021-2022

- Work directly with the Downtown Ambassadors to supply and inform them with information on our district.
- Welcome committee with Thornton Park Neighborhood Associations for new Residents.
- Welcome committee for TPD Team for new Businesses.
- Quarterly meetings with Neighborhood Watch Teams

Exhibit “B”
Performance Standards

- The District will uphold its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design.
- The District will have an office presence in the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will have its Annual TPD Holiday Window Contest.
- The District will conduct Monthly Wine & Art Walks.
- The District will have weekly Night Markets at the Osceola Circle- Wednesday through Sunday.
- The District will conduct Monthly Jeep Car Shows at Osceola Circle.
- The District will have Bi-Annual Classic Car Shows on Washington Street.
- The District will conduct its Annual Fundraiser for Richard Ulmer Fund benefiting Howard Middle School.
- The District will have a fundraiser for Constitution Green Dog Run.
- The District will host monthly Committee meetings for Business owners and Residents.
- The District will have a Spring Mural painting display at Howard Middle School.
- The District will have a local Artists picnic table painting event at Osceola Circle.
- The District will conduct Quarterly Neighborhood Clean-ups.
- The District will conduct the TPD 7th Annual Putt n’Pour.
- The District will have the TPD 7th Annual Halloween Block Park.
- The District may conduct public improvement and beautification projects which may include any of the following:
 - Banners, including installs, removals, and replacements
 - Holiday Decoration Install
 - Plants and Planter Pots
 - Sidewalk Cleaning
 - Special Event Clean up
 - Any other public improvement project or beautification project specifically approved by the CRA’s Executive Director

Exhibit “C”

Exhibit “C”

Thornton Park District FY20/21 Funding Agreement Benchmarks Report

Term: October 1, 2021 to September 30, 2022

Submitted By:

Date Submitted:

Reporting Quarter (circle one):

1st

2nd

3rd

4th

<u>Program Benchmarks</u>	<u>Circle one</u>	<u>How? Why? Event. Details.</u>
The District will uphold its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design.	Yes No	
The District will have an office presence in the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.	Yes No	
The District will have its Annual TPD Holiday Window Contest.	Yes No	
The District will conduct Monthly Wine & Art Walks.	Yes No	
The District will have weekly Night Markets at the Osceola Circle-Wednesday through Sunday.	Yes No	
The District will conduct Monthly Jeep Car Shows at Osceola Circle.	Yes No	
The District will have Bi-Annual Classic Car Shows on Washington Street	Yes No	
The District will conduct its Annual Fundraiser for Richard Ulmer Fund benefiting Howard Middle School.	Yes No	
The District will have a fundraiser for Constitution Green Dog Run.	Yes No	
The District will host monthly Committee meetings for Business owners and Residents..	Yes No	
The District will have a Spring Mural painting display at Howard Middle School.	Yes No	
The District will have a local Artists picnic table painting event at Osceola Circle	Yes No	

The District will conduct Quarterly Neighborhood Clean-ups.	Yes	No
---	-----	----

The District will conduct the TPD 7th Annual Putt n' Pour.	Yes	No
--	-----	----

The District will have the TPD 7th Annual Halloween Block Park.	Yes	No
---	-----	----

The District may conduct public improvement and beautification projects which may include any of the following:

o Banners, including installs, removals, and replacements

o Holiday Decoration Install

o Plants and Planter Pots

Yes	No
-----	----

o Sidewalk Cleaning

o Special Event Clean up

o Any other public improvement project or beautification project specifically approved by the CRA's Executive Director

**CHURCH STREET DISTRICT, INC. D/B/A CITY DISTRICT/ COMMUNITY
REDEVELOPMENT AGENCY FUNDING AGREEMENT**

THIS AGREEMENT, effective as of October 1, 2021 (the “Effective Date”), is made and entered into by and between the, **CHURCH STREET DISTRICT, INC., d/b/a CITY DISTRICT** (“District”), a Florida not-for-profit corporation and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 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, one of the Redevelopment Plan’s goals is encouraging and promoting a variety of events within the Downtown Orlando Redevelopment Area (the “Area”) as well as marketing the Area; and

WHEREAS, the Redevelopment Plan also notes the need for a superior pedestrian experience within the Area; and

WHEREAS, the Redevelopment Plan notes the importance of providing downtown workers the opportunity to connect and sets a specific goal of encouraging more special events and activities to keep workers in the Area after business hours; and

WHEREAS, the Redevelopment Plan establishes goals of supporting “clean and safe” programming within the Area; and

WHEREAS, the District’s mission is to enhance the corridor through marketing and special events to promote the area’s establishments; and

WHEREAS, by locating its offices within the Area, the District is able to conduct collaborative events and initiatives within the Area; and

WHEREAS, the CRA desires to have the District assist the CRA in fulfilling its Redevelopment Plan goals by providing certain programs and conducting certain activities within the Area as contemplated by this Agreement; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to assist the District by providing funding to the District in the amount of fifty thousand dollars (\$50,000.00) contingent upon the District meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

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

1. Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

2. Term: The term of this Agreement shall commence on October 1, 2021, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2022. However, before September 30, 2022, the CRA's Executive Director may extend the Agreement for up to an additional twelve (12) months.

3. Obligations of the District: The District will operate its Downtown offices and provide programs within the Area as generally described in Exhibit "A", attached hereto and incorporated herein by this reference. District shall use the Funds provided by the CRA pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto, to generally include completing public improvement and beautification projects within the District, marketing and promoting the District, and holding events within the District. At least fifty percent (50%) of the Funds shall be expended on such public improvement projects, marketing and promotion, and events related to or occurring within the portion of the District lying West of Interstate 4. The District shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the term of this Agreement.

4. CRA's Obligations:

a. The CRA shall pay the District a fixed amount of fifty thousand dollars (\$50,000.00) (the "Funds") to be paid pursuant to the terms and conditions set forth herein.

b. The CRA's obligation to make any payment under this Agreement is expressly contingent upon the District's compliance at all times with the performance standards outlined in Exhibit "B". Provided the CRA has determined that the District has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit "B", the CRA shall make the appropriate payments as provided in subsection c below.

c. The payments shall be paid by the CRA to the District in two (2) installments during the CRA's Fiscal Year (FY) 2021-2022, each within thirty (30) days of the CRA's receipt of a written invoice from the District. The District shall submit the first written invoice for payment at any time during the term of this Agreement after submittal of the first report required under section five below, and the second invoice at any time during the term of this Agreement and after submittal of the third report required under section 5 below.

d. The District expressly understands that the total amount to be paid by the CRA under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).

5. Progress and Financial Reporting: The District shall submit quarterly progress and summary financial reports to the CRA. The first report, for the period from October 1, 2021-December 31, 2021, shall be provided to the CRA by January 15, 2022. The second report shall include information from the January 2022-March 2022 time frame and shall be provided to the CRA by April 15, 2022. The third report shall include information from the April 2022-June 2022 time frame and shall be provided to the CRA by July 15, 2022. The final report shall include year-end information as well as information from July 2022-September 2022 and shall be provided to the CRA by September 30, 2022. Progress reports shall be submitted on the form attached as Exhibit "C" hereto and shall include an evaluation of the District's programs, demonstrated compliance with the performance standards in Exhibit "B", and the amount or level of programs provided. The reports should be sent by regular mail to the Community

Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801. Moreover, the reports shall be consistent with the programs and services described in Exhibit "A". Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the District to receive the Funds from the CRA.

6. Books and Records/Audit:

a. The District shall maintain books, records, and other evidence relating to the District's use of the Funds provided by the CRA hereunder (hereinafter referred to as the "Books and Records") in accordance with generally accepted accounting principles, procedures and practices, which documents the expenditures in a manner that fulfills the requirements of this Agreement.

b. The District expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by the District with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.

c. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7. Repayment of Funds. The District shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which are used by the District in violation of this Agreement.

8. Monitoring: The District shall permit the CRA to monitor the operation of the downtown facility by the District to ensure compliance with the terms of this Agreement. The District shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all client records and such other information as the CRA may deem necessary.

9. Termination.

a. If the District breaches any material term of this Agreement and such breach remains uncured, the CRA may terminate the whole or any part of this Agreement. Before the CRA may exercise its right of termination, the CRA shall provide written notice to the District of the District's breach or default and the District shall have thirty (30) days thereafter within which to cure the breach or default.

b. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

c. In the event of termination of this Agreement by the CRA for the District's breach, the District shall return to the CRA all unused Funds as of the date of termination.

d. If the CRA breaches any material term of this Agreement and such breach remains uncured, the District may terminate the whole or any part of this Agreement. Before the District may exercise its right of termination, the District shall provide written notice to the CRA of the CRA's breach or default and the CRA shall have thirty (30) days thereafter within which to cure the breach or default.

e. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

f. In the event of termination of this Agreement by the District for the CRA's breach, the CRA shall reimburse the District for all reasonable and provable costs incurred by the District as of the date of termination that the District would have paid with the Funds but for the termination, provided that any unused Funds previously paid to the District shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the CRA.

10. Indemnification: The District agrees to indemnify, defend and hold harmless the CRA, City, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the District, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the District's activities, or (3) the mere existence of this Agreement itself.

11. Insurance: The District shall have in force during the Term of this Agreement the insurance coverage listed below. The District will provide valid Certificates of Insurance to the CRA, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the District shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All insurance coverages furnished except workers' compensation and employers' liability shall include the City and CRA and their officers, elected officials, and employees as additional insured with respect to the provision of the programs described in Exhibit "A". The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. The District shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees.

a. Commercial General Liability – The District will provide and maintain a commercial general liability policy ("occurrence" type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.

b. Commercial Automobile Liability – The District will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.

c. Workers' Compensation and Employer's Liability – The District will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000 each occurrence.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure,

suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Nonassignability: The District may not assign its rights hereunder without the prior written consent of the CRA, which assignment may be agreed to, denied, or conditioned in part or in whole as CRA deems appropriate in its sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CRA before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. Controlling Laws:

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15. Miscellaneous:

a. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

b. The District warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.

c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

d. This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

e. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.

f. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting the District as the agent or representative of the CRA for any purpose or in any manner whatsoever.

16. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such

other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
City of Orlando Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

AND

Office of Economic Development Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

District: Executive Director
201 South Orange Avenue, #102
Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

CHURCH STREET DISTRICT, INC.

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Church Street District, Inc.

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 _____:

COMMUNITY REDEVELOPMENT AGENCY

By:_____
Buddy Dyer
Chairman

ATTEST:

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, 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.

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 _____:

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

_____, 2021.

Assistant City Attorney
Orlando, Florida

About Us

The idea for the City District has been over a decade in the making. Conceived during the Great Recession of the early 2010s as merchant association Church Street District to serve businesses along Church Street, the district expanded in October of 2019 and rebranded to City District. City District is comprised of business owners and community partners working together to strengthen the economic vitality of Downtown Orlando. With the support from many of our local merchants, City District has continued to grow as an Orlando Main Street and nationally accredited member of Main Street America. Together, we build better businesses, are good neighbors, and strengthen the community at large.

Mission

City District is a nationally accredited Orlando Main Streets not-for-profit 501(C)(6) organization that promotes and advocates for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.

Vision

City District aspires to foster activity and prosperity among its stakeholders, and to be the premier downtown Orlando destination for visitors and locals alike by showcasing its homegrown businesses and exceptional surrounding venues. City District has hosted and will continue hosting quality events and preserving the iconic history and culture of our community while embracing extraordinary growth.

City District offices are currently located within the CRA boundaries at the Discover Downtown Information Center on the corner of Orange Avenue and Church Street.

Exhibit “B”
Performance Standards

- The District will uphold its mission to promote and advocate for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.
- The District will have an office presence within the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will host events related to its strategic priorities (Promotion, Economic Vitality and Design).
- The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/DDB/CRA sponsored events and other relevant events.
- The District will collaborate with the CRA to assist, as appropriate, in implementing the Redevelopment Plan.
- The District will coordinate with the CRA staff to determine a manner in which to assist the DDB/CRA’S Downtown Information Center in welcoming new businesses to the district.
- The District will assist the CRA in clean-up/beautification initiatives.
- The District will provide affordable and/or sponsored membership opportunities for Parramore businesses.
- The District will host quarterly lunch and learn sessions or equivalent events.
- The District will conduct the From the HEART annual district meeting.
- The District will provide the CRA with opportunities to participate in District hosted events and will recognize the CRA as sponsors of selected events, displaying the DDB/CRA logo on event related marketing materials, including spotlights in social media and newsletters. CRA will also be provided a table at the From the HEART annual meeting and two tickets to any lunch and learn or equivalent ticketed event.
- The District may conduct public improvement and beautification projects which may include any of the following:
 - Banners, including installs, removals, and replacements
 - Holiday Decoration Install
 - Plants and Planter Pots
 - Sidewalk Cleaning
 - Special Event Clean up
 - Any other public improvement project or beautification project specifically approved by the CRA’s Executive Director

Exhibit “C”

City District FY20/21 Funding Agreement Benchmarks Report

Term: October 1, 2021 to September 30, 2022

Submitted By: _____

Date Submitted: _____

Reporting Quarter (circle one):

1st

2nd

3rd

4th

<u>Program Benchmarks</u>	<u>Circle one</u>	<u>How? Why? Event, Details.</u>
The District will uphold its mission to promote and advocate for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.	Yes No	
The District will have an office presence within the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.	Yes No	
The District will host events related to its strategic priorities (Promotion, Economic Vitality and Design).	Yes No	
The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/DDB/CRA sponsored events and other relevant events.	Yes No	
The District will collaborate with the CRA to assist, as appropriate, in implementing the Redevelopment Plan.	Yes No	
The District will coordinate with the CRA staff to determine a manner in which to assist the DDB/CRA'S Downtown Information Center in welcoming new businesses to the district.	Yes No	
The District will assist the CRA in clean-up/beautification initiatives.	Yes No	
The District will provide affordable and/or sponsored membership opportunities for Parramore businesses.	Yes No	
The District will host quarterly lunch and learn sessions or equivalent events.	Yes No	
The District will conduct the From the HEART annual district meeting.	Yes No	
The District will provide the CRA with opportunities to participate in District hosted events and will recognize the CRA as sponsors of selected events, displaying the DDB/CRA logo on event related marketing materials, including spotlights in social media and	Yes No	

newsletters. CRA will also be provided a table at the From the HEART annual meeting and two tickets to any lunch and learn or equivalent ticketed event.

The District may conduct public improvement and beautification projects which may include any of the following:

o Banners, including installs, removals, and replacements

o Holiday Decoration Install

o Plants and Planter Pots

Yes No

o Sidewalk Cleaning

o Special Event Clean up

o Any other public improvement project or beautification project specifically approved by the CRA's Executive Director