



AB

MEETING NOTICE

Welcome

We are glad you have joined us for the September 22, 2021 CRA Advisory Board meeting. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. September 1, 2021 – CRA Advisory Board Meeting
4. Public Comment
5. New Business
 - a. Open Space Agreement Amendment II – Thomas C. Chatmon Jr., Executive Director
 - b. Amendment One to Contract with Ascend Studios related to Art² – Thomas C. Chatmon, Jr., Executive Director
 - c. Coalition for the Homeless Amendment – Thomas C. Chatmon Jr., Executive Director
 - d. High Wage High Value Funding Agreement: SightPlan, Inc– Michael Whiteman, Economic Development Coordinator III
 - e. Third Amended and restated LYMMO Operations agreement – David Barilla, Assistant Director
 - f. Sidewalk Café Incentive Program – Michael Whiteman, Economic Development Coordinator
6. Date of Next Meeting
7. Adjournment

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

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



MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
Eugene Jones
David Swanson
Doug Taylor
Commissioner Victoria Siplin

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

DATE: September 22, 2021

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, September 22, 2021.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the September 1, 2021 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:

New Business:

a. Open Space Agreement Amendment II – Thomas C. Chatmon Jr., Executive Director

In 2019, the City of Orlando and Community Redevelopment Agency (CRA) entered into an Open Space Agreement related to open spaces and plazas in the Downtown Community Redevelopment Area. The Agreement included funding for work related to construction for the Creative Village Central Park and design for the Orange Robinson Park.

Since execution of the original Agreement and completion of the design and construction of the Creative Village Central Park (now known as Luminary Green), the Community Redevelopment Agency (CRA) would like to add enhanced lighting and architectural enhancements including LED sidewalks, luminary markers of historical and community leaders in the Parramore area, and creative seating. Additionally, since execution of the original Agreement, the design of the Orange and Robinson park, now known as Art², has been completed. The proposed park will provide an activated open space and will include amenities such as a two-story container structure with a café, an art gallery, a stage, seating, unique a/v features, space for two food trucks (semi-permanent and revolving), hammock rentals, green space for scheduled activities, and a downtown gateway feature.

This Amendment Two to the Open Space Agreement proposes the inclusion of funding of up to \$3,000,000 towards the construction of the Orange Robinson Park (Art²) within the Agreement and the inclusion of up to \$3,500,000 towards the construction of the Luminary Green Additional Features.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the Amendment Two to the Open Space Agreement, subject to review and approval by the City Attorney's Office and authorize the Chairman and Executive Director to execute such Amendment.

b. Art² - Amendment One to Contract – Thomas C. Chatmon, Jr., Executive Director

The DTOutlook, the Orlando Community Redevelopment Area Plan, highlights the need for additional open spaces, diverse arts and entertainment options, and diverse retail options. To meet these and other plan goals and objectives, in 2018, the CRA released a Request for Proposals to identify an entity that could operate and manage a pocket park (Park) that will be developed at 274 N. Orange Ave., a 0.28-acre site at the southwest corner of Orange Ave. and Robinson St. The urban park, which will be named Art², will provide an activated open space and will include amenities such as a two-story container structure with a café, an art gallery, a stage, seating, unique a/v features including an interactive screen, space for two food trucks (semi-permanent and revolving), hammock rentals, green space for scheduled activities, and a downtown gateway feature.

Ascend Studio, LLC (Ascend) was selected from the above-referenced competitive solicitation process to operate, maintain, and manage the Park. Following that selection, the CRA engaged GAI to design the new Park. On March 4, 2020, the CRA entered into a contract (Contract) with Ascend for their input and services related to the initial design phase of Art² as the future operator of the Park. The proposed Amendment One to Contract addresses Ascend's role in the construction, operation, maintenance, and management of the Park. During the construction phase, Ascend will be responsible for the procurement, installation, programming, and other services related to the Park's a/v equipment, for a cost of \$428,871.52 to the CRA. Following the Park opening date, Ascend's responsibilities would include, but not be limited to, management of Park and café operations, programming of food trucks, maintenance of park improvements and a/v equipment, providing regular event programming, and meeting with and providing required reporting to CRA staff. Costs for the management and operations related activities will be borne by Ascend, however, the CRA will assist with marketing-related activities. The Agreement has a three year initial term and allows for three additional two year extensions.

Staff requests that the CRA Advisory Board recommend to the CRA approval of Amendment One to Contract, subject to review and approval by the City Attorney's Office, and authorization for the Chief Procurement Officer to execute such Agreement and the extensions thereto as described above.

c. Coalition for the Homeless Amendment – Thomas C. Chatmon Jr., Executive Director

In June of 2013, the CRA entered into an agreement with the Coalition for the Homeless of Central Florida, Inc. (Coalition) under which the CRA is providing funding to the Coalition for its assistance in achieving several of its Redevelopment Plan goals, including operation of the Men's Service Center within the Downtown Redevelopment Area. The Downtown Orlando Community Redevelopment Area Plan (DTOutlook or Plan) specifically calls on the CRA to collaborate with homeless service providers related to homeless within the Area, to encourage the creation of permanent supportive housing with wraparound services, and to support programs designed to assist homeless individuals in regaining self-sufficiency. Additionally, the Plan notes the perception of lack of safety within the downtown Area as an impediment to further redevelopment of the neighborhoods within the Area. This First Amended and Restated Funding Agreement modifies the terms of the Agreement to better reflect the movement of the region towards a housing first model and the related services provided at the facility. The terms include \$250,000 in additional funding in fiscal year 2021-2022, \$250,000 in additional funding in fiscal year 2022-2023, as well as \$200,000 in additional funding for capital improvements to the facility necessitated by wear and tear and attrition, thereby improving the perception of safety of the neighborhood.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the First Amended and Restated Funding Agreement with the Coalition for the Homeless of Central Florida, Inc., subject to review and approval by the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Amendment.

d. High Wage High Value Funding Agreement: SightPlan, Inc– Michael Whiteman, Economic Development Coordinator III

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

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

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

Staff is requesting that the CRA Advisory Board recommend to the CRA, approval of the High Wage/High Value Program Funding Agreement between the CRA and SightPlan, Inc., and authorizing the Chairman of the CRA and the Executive Director of the CRA to execute

the Agreement, subject to the review and approval by the City Attorney's Office, and approving expenditures from the Downtown Orlando Community Redevelopment Area Trust Fund in the amount of up to \$47,500.00 in High Wage/High Value Job Creation Program funding for SightPlan, Inc.

e. **Third Amended and restated LYMMO Operations agreement – David Barilla, Assistant Director**

The proposed Third Amended and Restated LYMMO Operations Agreement has been updated in order to provide updated internal funding for the project. Section 5.e of the operations agreement is proposed to be amended to include funding of an additional \$750,000 per year, for two years, from the CRA (ending September 30, 2023) as well as add the possibility to extend the funding for one additional year (fiscal year 2023-2024) if the CRA's Executive Director and the City's Transportation Director agree. The changes also amend Section 5.a.1 to delete the reference of a City fund no longer in existence and to allow for flexibility in other City funds which may be used for such funding.

Staff is requesting that the CRA Advisory Board recommend to the CRA, approval at its meeting on September 22, 2021 and consideration of the Agreement that will be scheduled for the October Lynx Board meeting agenda, authorizing the Chairman of the CRA and the Executive Director of the CRA to execute the subject to the review and approval by the City Attorney's Office,

f. **Sidewalk Café Incentive Program – Michael Whiteman, Economic Development Coordinator**

The Downtown Orlando Community Redevelopment Area Plan (DTOutlook) emphasizes the need for the Community Redevelopment Agency (CRA) to pursue opportunities to enhance outdoor dining and furnishings and pedestrian oriented streetscapes. Additionally, the Plan calls on the CRA to encourage the retention and continued operation of existing businesses.

The Sidewalk Café Incentive Program is designed to encourage downtown businesses to enhance their outdoor sidewalk café spaces to promote a lively, vibrant and consistent streetscape. The Program offers financial assistance to qualified property owners or tenants seeking to make outdoor sidewalk café improvements, including partitions/barriers, furniture, trash receptacles, portable heaters, decorative planters and fabrication costs and fee. The CRA will provide funding of up to \$5,000 or 50% of the total cost of eligible products, whichever is less.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the CRA Sidewalk Café Incentive Program and authorize the Executive Director of the CRA to execute the Funding Agreements for funding granted under the Program in an amount not to exceed \$5,000 per Agreement.

Date of Next Meeting:

The next regularly scheduled CRA Advisory Board meeting will be held October 27, 2021 at 3:00 p.m. in Veterans Conference Room.

Adjournment

AMENDMENT TWO TO AGREEMENT

THIS AMENDMENT TWO TO AGREEMENT is effective as of this ____ day of _____, 2021 and is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as “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, on December 9, 2019, the CITY and the CRA entered into an agreement (“Agreement”) related to open space and plazas within the Area; and

WHEREAS, Chapter 4(B) of the Redevelopment Plan is devoted to addressing parks and open space and one of the specific goals stated therein is to create and enhance open space within the Area to serve the needs of the growing population; and

WHEREAS, the Redevelopment Plan also provides for the CRA to support the development of Creative Village into a high tech, mixed-use, mixed-income, urban environment with community amenities such as parks; and

WHEREAS, the Redevelopment Plan calls for context-sensitive infill development in the Parramore area and calls for such development to honor the historic character of the area; and

WHEREAS, construction of a park within the approximately 2.49 acre area designated as Central Village Central Park in the Agreement (now known as Luminary Green) has commenced, and it has been determined that the CRA would like to add enhanced lighting and architectural features including LED sidewalks, luminary markers of historical and community leaders of the area, and creative seating are desired to be added to the Creative Village Central Park (“Luminary Green Additional Features”); and

WHEREAS, the design work for the construction of Orange Robinson Park (now known as Art²), a unique open space to include two-story container structure with a café, an art gallery, a stage, seating, unique a/v features including an interactive screen, space for two food trucks (semi-permanent and revolving), hammock rentals, green space for scheduled activities, and a downtown gateway feature has been completed; and

WHEREAS, the CRA desires to complete the construction of Orange Robinson Park in accordance with such design work; and

WHEREAS, the CRA desires for the Work, including the additional work at Creative Village Central Park and the construction of the Orange Robinson Park, to be performed in fulfillment of the previously enumerated goals of its Redevelopment Plan; and

WHEREAS, the CRA will fund the Creative Village Central Park Improvements in the manner and up to the budgeted amounts set forth herein; and

WHEREAS, the achievement of the CRA’s goals through the performance of the Work serves an important and valid public purpose.

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

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.
2. The definition of “Work” as contemplated by the Agreement is hereby amended to include the construction of Orange Robinson Park and the additional work related to the Luminary Green Additional Features at Creative Village Central Park as set forth herein.
3. Section 2 of the Agreement, Funding, is hereby amended to include the following subsections G and H:
 - G. Luminary Green Additional Features: The CRA agrees that the invoices from the contractor(s) hired by the City for construction of the Luminary Green Additional Features, will be paid from CRA funds designated for such project, up to a not to exceed amount of \$3,500,000.00.
 - H. Orange Robinson Park Construction: The CRA agrees that the invoices from the contractor(s) hired by the City for construction of the Orange Robinson Park will be paid from the CRA funds designated for such project, up to a not to exceed amount of \$3,000,000.00.
4. Except as amended herein, the Agreement and its terms shall otherwise remain unchanged and in full force and effect.

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

Signatures on following page

CITY OF ORLANDO

By: _____
Mayor

ATTEST:

Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY
for 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 this ____ day of _____, 2021,
Buddy Dyer and Stephanie Herdocia, Mayor and City Clerk, respectively, of the City of Orlando. They
are personally known to me or have produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

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 this ____ day of _____, 2021,
by Buddy Dyer and Thomas C. Chatmon, Jr., the Chairman and Executive Director respectively, of the
Community Redevelopment Agency of the City of Orlando, on behalf of the Agency. They are
personally known to me or have produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

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

_____, 2021.

Assistant City Attorney

AMENDMENT ONE TO CONTRACT

THIS FIRST AMENDMENT (“Amendment”), effective as of the _____ day of _____, 2021 (“Effective Date”), is made by and between and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes and **ASCEND STUDIOS LLC**, a Florida limited liability company, hereinafter referred to as "Ascend" or “Contractor”. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

W I T N E S S E T H

WHEREAS, by lease agreement dated February 12, 2018 (“Lease”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, the City of Orlando (“City”) leases certain open space within the Downtown Orlando Community Redevelopment Area located at 274 North Orange Avenue (“Park”) from Dr. Phillips City Center, LLC (“Landlord”), upon which the City and the CRA are constructing improvements as shown on Exhibit “B” attached hereto and incorporated herein by this reference (“Park Improvements”); and

WHEREAS, Ascend was selected to perform management and programming of the Park pursuant to a Request for Proposals (RFP18-0152) issued by the City of Orlando (“City”) on behalf of the CRA; and

WHEREAS, the parties previously entered into a contract dated March 4, 2020 (“Contract”), to cover Ascend’s services during the initial design phase (“Design Phase”) of the Park project; and

WHEREAS, the parties now desire to enter into this Amendment to cover Ascend’s services during the construction phase (“Construction Phase”) and subsequent management of the Park after construction of the Park improvements set forth in the Design Development Plans is complete (“Management Phase”) on the terms and conditions more fully set forth below;

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

I. CONSTRUCTION PHASE SERVICES

During the Construction Phase, Ascend will assist the CRA and the CRA’s design professional,

GAI Consultants, Inc. (“GAI”) and the CRA’s construction contractor selected to buildout the Park (“Construction Contractor”), during the construction of the Park improvements set forth in the Design Development Plans by performing the following services:

- A. A/V Equipment.** Attached to this Amendment as Exhibit “C” is the proposed list of all audio visual and other equipment to be purchased by the CRA through Ascend for use in the operation of the Park (“A/V Equipment”). Said list contains the name of the manufacturer, model/part number, and quantity for each piece of equipment proposed for purchase for the Park project. Any changes to the equipment and/or associated costs listed on Exhibit “C” shall require the written approval of the CRA Executive Director or designee.
- B. A/V Equipment Services.** Ascend shall be responsible for sourcing, procuring, storing (from delivery through installation at the Park, as applicable), installing, programming, and all other project management services (“A/V Services”) related to the furnishing and outfitting of the A/V Equipment for the Park, excluding any electrical services required to be performed by a Florida licensed electrician.
- C. A/V Schedule.** At such time as notice to proceed is issued to the Construction Contractor, the CRA shall notify Ascend of the substantial completion date listed in the construction contract. Ascend acknowledges and agrees that the substantial completion date is not a guarantee by the CRA or the Construction Contractor that the Park site will be available for use and occupation by Ascend to perform site related A/V Services on that date but shall be used by Ascend as an approximate date that on or after which it can expect to begin providing such services. Ascend shall procure, deliver, and install all of the A/V Equipment and complete all other A/V Services on or before the date that is 45 days from the date that CRA notifies Ascend that Ascend is permitted access to the site. Upon completion of all such services, Ascend shall notify the CRA of completion and certify that such equipment is installed and fully operational. Risk of loss for each individual piece of A/V Equipment shall remain with Ascend prior to complete installation of such individual piece at the Park.
- D. A/V Equipment Cost.** As set forth on Exhibit “C”, the CRA shall pay Ascend, upon invoice, an amount equal to three hundred forty thousand seven hundred two dollars and forty-five cents (\$340,702.45) for the A/V Equipment, as may be modified by mutual agreement as set forth in subsection A. above (“Equipment Cost”). The CRA

shall pay within thirty (30) days of receipt and acceptance of such invoice from Ascend.

- E. Warranty.** Upon payment in full of the Equipment Cost by the CRA, Ascend shall assign any and all warranties, guarantees, and other rights owed to the purchaser of A/V Equipment to the CRA, which shall be the owner of all A/V Equipment.
- F. A/V Services Fee.** In addition to the \$36,000.00 Fee paid to Ascend for the Initial Design Work, in full and complete satisfaction of all costs, fees, and expenses for the A/V Services (excepting only the Equipment Cost), the CRA shall pay Ascend the total additional amount of eighty eight thousand one hundred sixty-nine dollars and seven cents (\$88,169.07). Said additional amount shall be paid in two equal installments, with the initial payment to be made to Ascend after invoice following the Effective Date of this Amendment and the second payment due after invoice following the Park Opening Date.

II. MANAGEMENT AND OPERATION OF THE PARK

- A. Annual Management Plan.** On or before ninety days prior to the date upon which the Park is first open to the public ("Park Opening Date"), Ascend shall prepare and provide to the CRA for its review and approval a management plan ("Management Plan") for the first year of operation of the Park commencing on the Park Opening Date. Said Management Plan shall contain a description of planned activities and a proposed calendar of events, financial projections for the upcoming year, and a community engagement plan for the upcoming year. In addition, the Management Plan shall contain a description of any specific marketing plans and special activities surrounding the opening of the Park. Following submission of the Management Plan, Ascend and the CRA shall meet in good faith in order to coordinate marketing efforts related to the Park opening. Following this meeting, the CRA will commence marketing of the Park and its activities with such efforts to include but not be limited to, social media posts, inclusion of events on the events calendar on downtownorlando.com, and such other activities the CRA deems appropriate in its sole discretion. Annually thereafter, on or before ninety days prior to each successive anniversary of the Park Opening Date, Ascend shall prepare and provide to the CRA for its review and approval a Management Plan for the upcoming year containing the same information as the initial Management Plan, except that subsequent years shall

also include the prior year's financial statements and a post-event/post-activity report for the prior year.

B. Monthly Meetings. Ascend and the CRA, and the City at City's option, shall meet on a monthly basis ("Monthly Meetings") to review the Management Plan and upcoming events and activities. Prior to such meeting, Ascend shall provide a list of proposed new events, sponsors, advertising or vendors, grantors, donors, and subcontractors ("Park Activities"). The CRA's Executive Director (or his designee) will have veto rights over such Park Activities. The CRA shall endeavor to provide Ascend with any concerns related to upcoming Park Activities and/or exercise its veto rights within ten (10) business days of such Monthly Meeting. At the request of the CRA Executive Director or designee Ascend shall provide any event agreements, subcontracts, service contracts, grant agreements (or donations), advertising contracts and sponsorship agreements related to Park Activities.

C. Management Services. From and after the Park Opening Date, except as otherwise expressly provided herein, Ascend shall be responsible for the management and operation of the Park in accordance with the Contract and the approved Management Plan, including but not limited to:

1. Operating and staffing the Park each day for public use and/or private events between the hours of 7:00 a.m. to 11:00 p.m. Sunday through Thursday, and 7:00 a.m. to midnight. Friday and Saturdays, unless otherwise agreed in writing by the CRA's Executive Director or his designee. The Park will be open to the public at least seventy five percent (75%) of the hours that the Park is operated each week, unless otherwise agreed in writing by the CRA's Executive Director or his designee. The Park shall not be unattended at any time it is open for public or private use.
2. Operating a café out of the container improvement located in the Park a minimum of six (6) hours per day during the hours in which the Park is open, unless otherwise agreed in writing by the CRA's Executive Director or his designee.
3. Programming of food trucks at the Park. Ascend shall use reasonable best efforts to operate two food trucks for lunch and dinner with at least one truck rotating weekly unless otherwise agreed in writing by the CRA's Executive

Director or his designee, with such approval not to be unreasonably withheld. Ascend shall cause any food trucks and trailers located on the Park to be maintained in good condition, repair, and appearance.

4. Maintaining a beer and wine consumption on premises license, as necessary for events at the Park.
5. Maintaining the Park and Park improvements, including the café building, in a neat, clean, and good and sanitary condition and repair, free of garbage and other debris, and as otherwise required by the Landlord under the Lease, which obligation includes but is not limited to:
 - i. watering, lawn cutting, tree trimming, and other landscape maintenance to keep the lawn, plants, and trees in healthy condition and neat in appearance;
 - ii. daily site cleaning, including daily garbage removal to the designated City solid waste service location; and
 - iii. Twice daily restroom cleaning (once during the day and once at the close of the day).
 - iv. Regular painting, staining, and maintenance of benches, tables, and other improvements as needed to maintain a pleasant appearance.
6. Payment of all utility services at the Park (except non-ad valorem stormwater assessments), including but not limited to water, sewer, electrical, and solid waste services.
7. Payment of any sales and use taxes levied by any governmental taxing authority for activities related to the operation of the Park against Ascend, the City, the CRA, or the Landlord.
8. Payment of all taxes levied by any governmental taxing authority on machinery, equipment, inventory and all other property situated on the Park premises that are not part of the realty and are not the property of the City, the CRA, or the Landlord.
9. Repairing and maintaining (including asserting and management of any applicable warranty claims on behalf of the CRA) of all A/V Equipment and other Park Improvements. A/V Equipment shall be subject to replacement, as opposed to repair or maintenance, when repair costs exceed 50% of the item's

replacement value, unless the replacement is due to Ascend's negligence, in which case Ascend shall make such replacement at its sole cost and expense. If the repair cost exceeds 50% of the item's replacement value and Ascend is not obligated to replace such item as a result of its negligence, Ascend shall not be required to repair the item, and the CRA shall have the right, but not the obligation to replace such equipment or improvement and the CRA's discretion. The CRA's decision not to replace such equipment or improvement shall not be deemed a breach of this Agreement or subject the CRA to liability to Ascend for any reason. The LED wall, stage, and audio systems as shown on the attached Exhibit "B", are considered "Essential Equipment". Should the CRA decide not to replace any Essential Equipment, Ascend shall have the right to terminate this Contract upon one hundred twenty (120) days written notice to the CRA.

10. Securing the Park during all times, including times that it is closed. Such security shall include locking the container and gates to the Park at the close of each day and reasonably prohibiting access to the Park during hours of closure. Trespassers shall be kept off the Park premises to the extent reasonably feasible.
11. Providing monthly reports within fifteen (15) days of the end of each month and an annual summary report within thirty (30) days after each anniversary of the Park Opening Date, which obligation shall survive termination or expiration of the Contract. Monthly reports shall include at a minimum, a list of each event held at the Park during the month and a monthly profit and loss statement.
12. Complying with all applicable federal, state, and local laws, rules, regulations, codes and ordinances, including, but not limited to, the City of Orlando's Land Development Code and the Americans With Disabilities Act.

D. Alcohol. Ascend shall not permit the sale or consumption of alcoholic beverages in the Park, except that the sale of beer and wine only is allowed eight (8) times per month at public events and two times per week at private events provided that Ascend maintains the liquor liability insurance set forth in Section II. B. below.

E. Events and Activities. Ascend shall create and use a standard event agreement for

entities and individuals booking events at the Park (and if Ascend requires participants at an activity to sign an agreement or waiver to participate in activities at the Park, it shall also create and use a standard form for execution by participants). Such agreements shall contain a provision requiring the entity or person to indemnify and hold harmless the Landlord, the Parent (as hereinafter defined), the CRA, and the City in accordance with Section VI 1. of the Contract entitled "Indemnity". In addition, any event agreement shall contain a cancellation provision allowing Ascend (or any successor operator of the Park, including but not limited to the CRA) the right to cancel such event upon not less than thirty (30) days notice. Such standard event agreements and participations forms shall be provided to the CRA for its review and approval prior to use. Upon termination or expiration of the Contract for any reason, any event agreements or participation forms for future events or ongoing activities will be provided to the CRA.

- F. Operational Expenses.** Except as set forth in this Amendment, Ascend shall be entitled to all revenues from operation of the Park, provided however, Ascend shall also be responsible for all costs, fees and expenses related to the operation and management of the Park. Notwithstanding the preceding, CRA shall be responsible for payment of all non-ad valorem stormwater assessments and ad valorem real estate taxes on the Park property.
- G. Conformance with the Lease.** During the term of the Agreement, Ascend shall comply with and take no action in violation of the Lease, as may be amended from time to time, (or which would constitute a violation of the Lease if such action were taken by the City as the Tenant under the Lease) and shall at all times operate and manage the Park in conformance with the terms and conditions of the Lease. Ascend shall not sublet all or any portion of the Park without the prior written consent of the CRA. Ascend shall not in any manner subject the Park premises or the City's leasehold estate to a mortgage or any other form of lien, encumbrance, or indebtedness. In the event that the Landlord takes action under the Lease to cure a failure of the City to maintain and repair the Park in the manner required by the Lease, Ascend shall be responsible for any costs or other charges levied against the City as the Tenant under the Lease for such failure to properly maintain and repair the Park premises.

- H. Site Plan.** Ascend acknowledges and agrees that it is familiar with the Park as it exists as of the execution of this Amendment, and with its anticipated future layout and design as set forth in the Design Development Plans. Upon substantial completion of the Park Improvements set forth on the Design Development Plans, Ascend agrees to accept the Park in its then current “As Is” condition. From and after substantial completion of the Park Improvements, any further alterations and/or improvements to the Park that may be necessary or desirable for Ascend’s use or intended future uses shall be Ascend’s sole obligation and expense (and shall be removed by Ascend upon termination or expiration of the Contract), unless otherwise agreed in writing by the CRA’s Executive Director or his designee. Ascend shall not make any alteration or improvements to the Park layout or to the Park Improvements without the prior written consent of the Landlord and the CRA’s Executive Director or his designee.
- I. Park Access.** The CRA, City, and the Landlord shall have free access to the Park premises at all times for the purpose of inspecting the same. Notwithstanding the foregoing, it is agreed that none of such parties shall have the duty to inspect the premises for any reason.
- J. Condition of Premises at Termination or Expiration.** Upon the expiration or termination of the Contract for any reason, Ascend shall surrender and peacefully deliver possession of the Park and the Park Improvements to the CRA in a good, clean and sanitary condition, normal wear and tear excepted. In addition, upon the expiration or termination of the Contract, Ascend shall remove all personal equipment and other personal property owned by Ascend or its subcontractors from the Park unless otherwise agreed in writing by the CRA.

III. TERM OF CONTRACT

The term of the Contract is hereby extended until the date that is three (3) years from the Park Opening Date (“Initial Term”). Upon the conclusion of the Initial Term, the parties may by mutual written agreement of the parties in their sole discretion agree to extend the term of this Contract for up to three (3) additional two year periods.

IV. TERMINATION

Sections VI.B. and VI.C. of the Contract are hereby deleted and replaced in their entirety with the following provisions:

B. Termination for Convenience.

1. **Termination for Convenience Prior to the Park Opening Date.**

Notwithstanding any provision of the Contract to the contrary, at any time prior to the Park Opening Date, the CRA shall have the right in its sole discretion to terminate the Contract upon written notice to Ascend. In the event of such termination, the CRA shall be liable to Ascend for the cost of any A/V Equipment which had been ordered and cannot be cancelled by Ascend. The CRA shall also be liable to Ascend for any unpaid portion of the A/V Service Fee less the amount of forty-eight thousand eight hundred forty-three and 54/100 dollars (\$48,843.54) for the installation portion of the A/V Service Fee if Ascend has not commenced installation of the A/V Equipment in the Park prior to receipt of notice of termination. Any A/V Equipment ordered by Ascend that could not be cancelled shall be delivered to the CRA upon receipt by Ascend.

2. **Termination for Convenience After the Park Opening Date.** At any time after the Park Opening Date, either party may terminate the Contract for convenience without liability to the other party upon a minimum of one hundred and twenty days (120) written notice to the other party specifying the date of termination; provided, however, that neither party may terminate the Contract effective prior to the first anniversary of the Park Opening Date.

C. Termination for Default or by the Landlord.

1. **Termination for Default.** In the event of default by either party (the “Defaulting Party”) with respect to any of the provisions or obligations of this Agreement, the other Party (the “Non-Defaulting Party”) shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any default (the “Cure Period”). In the event that the Defaulting Party remains in default beyond the applicable Cure Period, if any, the Non-Defaulting Party may, at its option, upon written notice take one or more of the following actions: (i) grant additional time to cure the default, (ii) terminate the Agreement in its entirety, (iii) perform the

obligations of the Defaulting Party specified in such notice, in which case any expenditures reasonably made by the Non-Defaulting Party in so doing shall be deemed paid for the account of the Defaulting Party and the Defaulting Party agrees to reimburse the Non-Defaulting Party for said expenditures upon written demand; or (iv) take any other action available to the Non-Defaulting Party at law or in equity. Any remedies available to a party are cumulative and not mutually exclusive.

2. **Termination by Landlord.** Notwithstanding any provision of the Contract to the contrary, the Contract is subject to the terms of the Lease and any termination of the Lease shall result in a termination of the Contract effective as of the effective date of termination of the Lease. Any termination of the Contract under this subsection c. 2. shall not constitute a default by the CRA or subject the CRA to liability to Ascend for any reason.

V. ASSIGNMENT

By execution of an assignment in form and content as set forth on Exhibit “D” and delivery of said document to the CRA prior to the Park Opening Date, Ascend shall have the one time right to assign the Contract to Ascend Art Parks LLC, a wholly owned subsidiary of Ascend, effective as of the Park Opening Date. Upon assignment, Ascend shall remain jointly liable with the subsidiary for any work performed, or obligation incurred, by Ascend prior to the Park Opening Date, but the subsidiary shall be solely liable for work performed and obligations incurred from and after the Park Opening Date except for any warranty, maintenance, or other ongoing A/V Services provided by Ascend with respect to the A/V Equipment after the Park Opening Date. Except as set forth above, any other assignment of this Contract in part or in whole shall require the prior written approval of the City’s Chief Procurement Officer on behalf of the CRA.

VI. AMENDMENTS TO INDEMNITY AND INSURANCE PROVISIONS.

- A. **Indemnity.** The parties acknowledge and agree that the Lease required Dr. Phillips, Inc. d/b/a Dr. Phillips Charities (defined in the Contract as the “Parent”) to be included in the list of indemnified parties in Section VI.1. of the Contract, but said

entity was inadvertently omitted from the original Contract. Accordingly, such section is hereby amended effective retroactive to the effective date of the Contract to add the Parent to the list of indemnified parties in the first two sentences of such section, such that Parent is indemnified on the same basis and to the same extent as Landlord as of the effective date of the Contract, March 4, 2020.

B. Insurance.

13. Subsections VI. 1. d. and e. of the Contract entitled “Additional Insureds” and “Waiver of Subrogation” are hereby amended and restated in their entirety to add the City of Orlando, as follows:

- d. Additional Insureds. All insurance coverages furnished under a contract except Workers’ Compensation and Employers’ Liability shall include the Landlord, the City, and the CRA and their officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The Landlord, the City, and the CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, the CRA, and their officers, elected officials, agents and employees and against other Contractors and subcontractors.

2. In addition to the types of coverage to be provided set forth in Section VI.F.1.f (i) and (ii) of the Contract, as a new subsection (iii) thereto, from and after the Park Opening Date, Ascend shall also maintain the following coverage:

- (iii) Liquor Liability insurance in an amount not less than \$1,000,000 each common cause and \$2,000,000 in the aggregate

B. Casualty. If at any time during the term of the Contract, the Park or any Park Improvements are damaged by the negligence or willful misconduct of Ascend, or any of its employees or agents, Ascend at its sole cost and expense shall promptly and diligently restore the Park and any damaged or destroyed improvements to their prior condition. If at any time during the term of the Contract, the Park or any Park Improvements are damaged by fire or other casualty, other than by the negligence or

willful misconduct of Ascend, or any of its employees or agents, the CRA shall have the option within ninety (90) days after the date of the occurrence of such damage to either (i) notify Ascend that it is electing to repair such damage, in which event the Contract shall continue in full force and effect, or (ii) give written notice to Ascend of CRA's intention to cancel and terminate the Contract as of a date set forth in the notice of termination, in which event the Contract shall terminate as of that date. Ascend shall have no claim against the CRA for any damage, economic or otherwise, suffered by reason of damage, destruction, repair, restoration or the CRA's decision not to repair or restore the Park or any of its improvements. The CRA and Ascend agree that the CRA shall not be responsible in any way for costs, expenses, or losses of Ascend, including, but not limited to, costs of relocation, replacement location, unforeseen termination of the Contract, or uninsured or underinsured loss.

VII. ADDITIONAL PROVISIONS

- A. Ascend's services and other obligations under this Amendment shall constitute changes in the Work pursuant to Section VI. L. of the Contract and shall be performed in accordance with and are subject to the terms and conditions of the Contract applicable to the Work.
- B. The City's Chief Procurement Officer or written designee shall have the authority to act on behalf of the CRA in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder. Any specific delegation of authority to a different person or position by title to act on behalf of the CRA contained in the Contract shall be deemed a grant of concurrent independent authority to act with respect to the limited specified matters, but shall not be deemed to preclude the Chief Procurement Officer from also acting independently on such matters.
- C. The Contract as amended is solely for the benefit of the parties to the Contract and the City, the Landlord, and the Parent, and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties other than the parties and the City, the Landlord, and the Parent.
- D. The CRA and Contractor hereby waive all rights to trial by jury and in any claim, action, proceeding or complaint by either party against the other (and/or the Landlord) on any matter arising out of or in any way connected with this

Contract, the Lease, the relationship of the Landlord and the City, the relationship of the CRA and the Contractor, any claim for injury or damage and any emergency statute or any other statutory remedy, and/or Contractor's, CRA's or City's use or occupancy of the premises.

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

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

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

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chief Procurement Officer, City of Orlando

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

Date: _____, 2021

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

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: _____, 2021

CONTRACTOR

By: _____
Signature

Name & Title, Typed or Printed

Date

EXHIBIT “A”

Lease

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this 12 day of February, 2018 ("Effective Date"), between **DR. PHILLIPS CITY CENTER, LLC**, a Florida limited liability company ("Landlord"), and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Tenant").

For good and valuable consideration including the premises and mutual covenants and agreements hereinafter contained, Landlord, at the request of the Central Florida Young Men's Christian Association, Inc., a Florida not-for-profit corporation, which is a supported organization of Landlord's parent company, Dr. Phillips, Inc., a Delaware not-for-profit corporation, d/b/a Dr. Phillips Charities ("Parent"), does hereby lease, let and demise to Tenant, and Tenant does hereby lease from Landlord, the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

1. TERM

The term of this Lease shall be for a period of ten (10) years beginning on the first (1st) day of the month after the Effective Date, and ending at 11:59 p.m. on the last day of the tenth (10th) year thereafter, unless sooner terminated pursuant to the terms hereof.

2. USE OF PREMISES

a. Tenant shall only use the Premises for the installation, construction, operation, and maintenance of a pop-up park and public plaza, which may include on-site food and beverage service ancillary thereto, and for no other purpose. The

City Council Meeting: 2-12-18
Item: B-1 Documentary: 180212B01

Premises may not be used for any other purpose or activity nor may the Premises be used or occupied by any other party or entity except as specifically provided herein.

b. During the term of this Lease, Tenant shall (i) use and occupy the Premises in a careful, safe, and proper manner, (ii) keep the Premises in a clean, sanitary, and safe condition, (iii) keep the Premises in good condition and repair as more particularly set forth herein, and (iv) not use the Premises in such a manner as to create any nuisance or create a negative perception of the quality and character of the Premises and/or other properties owned by Landlord or Parent. Tenant shall not permit the Premises to be used for any unlawful, disreputable, or immoral purpose or in any way that will cause tangible or intangible injury. Tenant shall not display or distribute or allow the display or distribution of any product or service at the Premises which Landlord, in its sole opinion, shall deem obscene, objectionable, or immoral. No food or beverages (other than water) shall be distributed from the Premises that is not paid for by the consumer at prices equivalent to those prices offered by business establishments in the Downtown Orlando Central Business District. Restrooms at the Premises shall be locked at all times unless a representative of the City or the third-party vendor operating the park or food/beverage service is present at the Premises. Tenant shall not permit the sale or consumption of alcoholic beverages at the Premises, except that the sale of beer and wine only is allowed at a special event one day per month, or on a more frequent basis as approved by Landlord, provided that the host or operator of such event complies with the insurance and indemnification requirements of Paragraph 11. c. herein, and includes liquor liability insurance as part of its insurance coverage. The Premises shall be named the "Orange Robinson Park" and shall not be referred to by

any other name. Except for signage recognizing Dr. Phillips Charities, no monuments, plaques, memorials, or tributes may be erected or maintained at the Premises. In the event of a breach of this Paragraph 2., upon notice, Tenant shall take all appropriate steps so as to cease or remedy all improper acts immediately. Except as otherwise provided in this Lease, Tenant shall regulate the use of the Premises in accordance with the regulations in Chapter 18A, City Code of the City of Orlando, entitled "Parks and Outdoor Public Assemblies", except that the opening and closing hours of the park shall be 6 A.M. to 9 P.M., seven days a week.

3. ASSIGNMENT AND SUBLEASE

a. Tenant may not assign this Lease or otherwise transfer this Lease or any interest therein without the prior written consent of Landlord, which consent shall be in Landlord's sole and absolute discretion.

b. Tenant may not sublet all or any portion of the Premises except that Tenant may (i) with the prior written consent of Landlord, which consent will not be unreasonably withheld, enter into a management contract with a third-party vendor for the operation of an on-site food and beverage service, (ii) without the prior written consent of Landlord enter into a management contract with a third-party vendor for the operation of the park, and (iii) without the prior written consent of Landlord, allow third-parties to reserve all or part of the Premises for special events. Tenant shall not in any manner subject the Premises or Tenant's leasehold estate to a mortgage or any other form of indebtedness.

4. MAINTENANCE

a. Tenant assumes the responsibility for maintenance and repair of the Premises for and during the term of this Lease, at Tenant's sole cost and expense. At all times the Premises shall be maintained by Tenant in a neat, clean, and safe fashion. All plants shall be properly maintained, trimmed and otherwise well cared for by Tenant. All benches, tables, and other improvements shall be painted, stained or otherwise maintained by Tenant in a pleasant appearance. All benches and low walls shall incorporate designs so as to deter sleeping and skating. All trash and recycling receptacles shall be emptied daily by Tenant. Any buildings (including trailers and other modular buildings) shall be maintained by Tenant in good condition and repair. Landlord shall not be responsible for any maintenance or repairs to the Premises during the term of this Lease.

b. In the event that Tenant does not make the repairs to (or replacements of) the Premises or any part thereof which Tenant is required to make hereunder, then, following twenty (20) days written notice from Landlord to Tenant and Tenant's failure to make such repairs (or replacements) within such twenty (20) day time period, Landlord may proceed with such repairs (or replacements) and, in such event, Tenant covenants and agrees to reimburse Landlord for the cost of such repairs (or replacements), plus ten percent (10%) of such costs for supervision, within twenty (20) days following written notice given by Landlord to Tenant of the amount due. For the purposes of this paragraph, cost is defined as actual cost of labor, plus Landlord's historical overhead percentage factor, plus materials. Overhead includes, but is not limited to, such items as employment taxes, group insurance, bonus, lost time, annuity cost, profit sharing, and vehicle operating and maintenance expense.

5. OPERATION COSTS

Tenant shall pay all costs of operation resulting from its use of the Premises as hereinbefore described, including all utilities.

6. TAXES

a. Tenant agrees that during the term of this Lease Tenant will pay all taxes levied by any governmental taxing authority on machinery, equipment, inventory and all other property situated on the Premises that are not part of the realty and are not the property of Landlord, and any sales or use tax levied or assessed against Tenant by any governmental taxing authority.

b. In November of each year during the Lease term, Landlord will pay all ad valorem real estate taxes assessed or levied against the Premises by any appropriate governmental or quasi-governmental taxing authority, subject, however, to the provisions of Paragraph 6. c. below. Landlord will have the exclusive right, but not the obligation, to contest or appeal any assessment of real estate taxes levied on the Premises by any governmental or quasi-governmental taxing authority.

c. Tenant agrees to reimburse Landlord each calendar year the amount of ad valorem real estate taxes paid by Landlord in November of each year pursuant to subparagraph b. above. Any amount due Landlord hereunder for a period of less than one full calendar year shall be prorated on the basis of the ratio which the number of days in such period bears to the total number of days in such calendar year. All such amounts shall be paid by Tenant within twenty (20) days following notice given by Landlord to Tenant of the amount due.

7. STORMWATER UTILITIES

Landlord shall timely pay those certain charges arising under the City of Orlando's Stormwater Utility Code, and Tenant shall reimburse Landlord such amount within twenty (20) days following notice given by Landlord to Tenant of the amount paid.

8. NET LEASE

a. This Lease is intended to be a net lease to Landlord, free of any deductions, charges, or expenses. Costs, fees, taxes, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever which Tenant assumes or agrees to pay under any of the provisions of this Lease shall be paid or discharged by Tenant without notice and without abatement or deduction.

9. IMPROVEMENTS

a. Tenant accepts the Premises in "as is" condition. Any improvements necessary for Tenant's use or occupancy including, but not limited to, any improvements that might be required by Federal, state or local law or regulation (e.g., the Americans with Disabilities Act or any similar Florida law), shall be at Tenant's sole expense. Prior to making any improvements to or changes to the Premises, Tenant shall submit two (2) detailed sets of Tenant's proposed plans and specifications to Landlord. Depending on the nature of the proposed improvements, Landlord may require Tenant to have the plans certified and sealed. All such improvements and/or changes are subject to Landlord's written approval and such conditions as Landlord may require. By way of example and not limitation, if Landlord exercises its rights to require either removal or retention of improvements at the time of Landlord's consideration of said improvements, Landlord may condition approval on Tenant's

written acknowledgment of that election as well as Tenant's responsibilities flowing therefrom. In the event that Landlord elects, either at the time of Landlord's consideration of said improvements or at the termination of this Lease, to have Tenant remove the improvements, Tenant shall be required to restore the Premises to its original condition. Landlord may withhold consent to improvements or changes in its sole discretion. Upon Landlord's request, Tenant shall furnish Landlord with copies of all permits issued by the appropriate governmental authority. Within thirty (30) days of the completion of construction, Tenant shall furnish Landlord with a set of "as built." Except as expressly provided herein, Tenant shall not mar, change, remove, add to, or alter any part of the Premises, or commit or permit any waste or despoilment of the Premises or the improvements thereon.

b. Tenant shall submit two (2) sets of plans and specifications to Landlord for all proposed exterior signs on the Premises. The placement, installation, and content of signs are subject to the Landlord's written approval. Landlord may impose such conditions on the placement, installation and content of signs as Landlord deems reasonable or necessary. Tenant shall not permit any political campaign signs to be placed or displayed at the Premises. Landlord may require Tenant to remove any sign that is placed or displayed at the Premises contrary to the provisions hereof or any sign that Landlord otherwise determines is objectionable. Upon such notice, Tenant shall immediately remove the sign. Tenant also acknowledges that the existence of a sign that violates the provisions hereof, for whatever duration and whether with or without the knowledge of one or more representatives of Landlord, does not constitute a waiver of Landlord's right to require Tenant to remove the same.

c. Subject to the provisions of Paragraph 9. a. above, Tenant agrees to construct, at its sole expense, the improvements generally depicted on Exhibit "B" attached hereto and incorporated herein by June 30, 2018. Tenant shall not attempt to modify the zoning or land use designation of the Premises without Landlord's prior written consent, which consent shall be in Landlord's sole discretion. The improvements shall include signage approved by Landlord recognizing Dr. Phillips Charities.

d. Notwithstanding the provisions of Paragraph 9. a. above, unless Landlord subsequently notifies Tenant to the contrary, Tenant shall not be required to remove, and shall not remove, the improvements to the Premises generally depicted on Exhibit "B" upon the termination or cancellation of this Lease, and Tenant shall leave the buildings and other improvements in place, which shall become the property of Landlord and be deemed conforming improvements and structures under the zoning and land use designation applicable to the Premises. Tenant agrees to execute any documentation reasonably requested by Landlord to transfer ownership of the improvements to Landlord. This Paragraph 9. d. shall survive the termination or cancellation of this Lease.

10. CONSTRUCTION LIENS

Any consent Landlord may give to Tenant to allow Tenant to construct improvements on the Premises or to make any alterations or additions thereto shall not be deemed improvements required by an agreement between Landlord and Tenant, within the meaning of the Florida Construction Lien Law. All contractors, subcontractors, mechanics, laborers, materialmen and others who perform any work,

labor or services, or furnish any materials or otherwise participate in the construction of improvements on the Premises, are hereby given notice that Tenant is not authorized to subject Landlord's interest in the Premises to any claim for any construction or other lien, and all persons dealing directly or indirectly with Tenant may not look to the interest of the Landlord in the Premises as security for payment for such labor, services or materials. An appropriate notice to such effect will be prepared in recordable form by Landlord and Tenant and recorded in the Public Records of Orange County, Florida. In addition, prior to the commencement of any work, labor or services or the furnishing of any materials in the construction of improvements on the Premises, Tenant shall (a) notify in writing any contractor or lienor making any improvements or engaging in any maintenance that this Lease contains this provision prohibiting liability of Landlord for any lien, claim of lien, or notice of non-payment pursuant to Section 713.10(2)(a), Florida Statutes, and (b) provide Landlord with a copy of each such notice.

If any construction or other lien shall be filed against the Premises, or any improvements thereon, by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Tenant at or on the Premises or by reason of any changes, alterations or additions to the Premises, Tenant shall within thirty (30) days after receipt of notice from Landlord either pay such lien or cause the same to be bonded off the Premises in the manner provided by applicable law. Tenant shall also defend on behalf of Landlord, at Tenant's sole cost and expense, any action, suit or proceedings which may be brought thereof for the enforcement of any such lien and Tenant shall pay any damage (including any damage resulting from Tenant's failure to give the notice required by the immediately preceding paragraph)

and discharge any judgment entered thereon and save harmless Landlord from any claim for damage resulting therefrom.

11. INSURANCE AND LIABILITY

a. Tenant is a Florida municipal corporation and shall insure the property through its self-insurance program. Tenant's limits of tort liability are set forth in Section 768.28, Florida Statutes, and, nothing herein shall be construed to extend the liabilities of Tenant beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Tenant's sovereign immunity under Section 768.28, Florida Statutes. All of Tenant's obligations under the provisions of this Lease are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes. Upon Landlord's request from time to time, Tenant shall provide Landlord with a statement of self-insurance, which shall set forth the conditions of Tenant's self-insurance program.

b. Landlord has a master commercial general liability insurance policy insuring all of its properties, including the Premises, and Tenant agrees to pay Landlord the portion of the annual premium allocated to the Premises, which is estimated at \$1,500.00 per year as of the Effective Date. Tenant shall pay Landlord such amount within twenty (20) days following notice given by Landlord to Tenant of the amount due. Notwithstanding anything in this Lease to the contrary, nothing herein is intended as a waiver of Tenant's sovereign immunity under Section 768.28, Florida Statutes, and under no circumstances shall Tenant be liable to Landlord (or any person or entity claiming under or through Landlord) under any contract, negligence, strict liability, or

other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes.

c. Tenant shall require each of the operator of the on-site food and beverage service and the vendor operating the park, if any, to maintain commercial general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, naming Landlord and Tenant as additional insureds on the policy, and providing Landlord and Tenant with proof of insurance. Tenant shall further require each of the operator of the on-site food and beverage service and the vendor operating the park, if any, to indemnify, hold harmless and defend Landlord and Parent from and against any and all liability, liens, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising or growing out of or in any way connected with the use, occupation, management or control of the Premises and the improvements thereon. Tenant shall further require each of the operator of the on-site food and beverage service and the vendor operating the park, if any, to satisfy, pay and discharge any and all judgments, orders and decrees that may be entered against Landlord or Parent in any such action or proceedings, and provide that in the event the operator of the on-site food and beverage service or the vendor operating the park, if any, fails to perform under the provisions of this subparagraph above within ten (10) days after notice, Landlord or Parent may at its option take whatever reasonable action Landlord or Parent deems necessary to cure such party's failure to perform, with such party agreeing to pay Landlord and Parent for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys' fees incurred by Landlord or Parent

(including on appeal) in exercising its rights under this subparagraph. As to any claims coming within the provisions of this subparagraph, the provisions hereof shall survive the termination of this Lease.

d. Tenant shall require any group, entity or organization having a special event at the Premises to comply with the requirements regarding insurance and indemnification set forth in subparagraph c. above.

12. HOLD HARMLESS

a. Subject to the limits of Tenant's sovereign immunity under Section 768.28, Florida Statutes, Tenant covenants and agrees that Tenant will indemnify, hold harmless and defend Landlord and Parent from and against any and all liability, liens, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising or growing out of or in any way connected with the use, occupation, management or control of the Premises and the improvements thereon, or which may be the result of any breach, violation or nonperformance of any covenant, condition or agreement herein contained on the part of Tenant to be kept and performed.

b. In the event Tenant fails to perform under the provisions of subparagraph a. above within ten (10) days after notice, Landlord or Parent may at its option take whatever reasonable action Landlord or Parent deems necessary to cure Tenant's failure to perform, and Tenant agrees to pay Landlord and Parent for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys' fees incurred by Landlord or Parent (including on appeal) in exercising its rights under this Lease.

c. As to any claims coming within the provisions of this Paragraph, the provisions hereof shall survive the termination of this Lease.

13. HAZARDOUS MATERIALS AND POLLUTANTS

Tenant shall not allow any hazardous material, pollutants or contaminants to be located in, on or under the Premises or allow the Premises to be used for the manufacturing, handling, storage, distribution or disposal of any hazardous material, pollutants or contaminants. Tenant shall comply with all environmental regulations applicable to the Premises and Tenant's use of the Premises. Notwithstanding Tenant's sovereign immunity under Section 768.28, Florida Statutes, if Tenant breaches its obligations set forth herein, Tenant shall release, indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including reasonable attorney's fees which may arise during or after the term of this Lease as a result of such contamination. In the event Tenant discharges and/or learns of a discharge upon the Premises of any hazardous material, pollutant or contaminant, Tenant shall immediately undertake to contain, remove, and abate the discharge. Tenant shall also immediately contact Landlord via telephone and written correspondence to notify Landlord of such discharge. Failure of Tenant to comply with the provisions of this Paragraph shall constitute a default. Tenant shall have no obligation to undertake any environmental remediation of hazardous materials, pollutants or contaminants on the Premises if: (i) such hazardous materials, pollutants or contaminants existed on the Premises prior to the Effective Date and Tenant has not caused, permitted, contributed to or exacerbated the presence of same; or (ii) such hazardous materials, pollutants or contaminants have migrated on to the Premises from

an off-site source and Tenant has not caused, contributed to or exacerbated the presence of same.

14. ATTORNEYS' FEES

In the event any action or proceeding is brought by Landlord or Tenant to enforce this Lease or resolve any dispute between the parties (including, without limitation, any mediation and all appeals), the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

15. COMPLIANCE WITH LAWS

Tenant shall promptly execute and comply with, at its sole expense, all present and future statutes, ordinances, rules, orders, regulations and requirements of the federal, county, city and state governments, and of any and all of their departments and bureaus, including without limitation, compliance with the Americans With Disabilities Act, which may be applicable to the Premises or Tenant's use thereof.

16. ENTRY UPON THE PREMISES

Tenant covenants and agrees that Landlord shall have free access to the Premises at all reasonable times for the purpose of inspecting the same. Notwithstanding the foregoing, it is agreed that Landlord shall have no duty to inspect the Premises for any reason. Tenant acknowledges that any inspections that Landlord makes are courtesy inspections without prejudice to any rights of Landlord.

17. CONDEMNATION PROCEEDINGS

Tenant covenants and agrees that in the event the Premises, or any part thereof, shall be taken or condemned by any authority having such power, Tenant shall have no claims against Landlord and all right to compensation, if any, is herein reserved in Landlord. The foregoing shall not deprive Tenant of any other rights it may have in any such condemnation proceeding.

18. SURRENDER

Upon the expiration or termination of the lease, Tenant shall surrender the Premises to Landlord in a clean and secure condition. All hazards created by the removal of improvements required to be removed pursuant to Paragraph 9. above shall be corrected by the Tenant prior to surrender.

19. QUIET ENJOYMENT

Landlord covenants that Tenant, on performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the Premises for the term aforesaid.

20. BINDING EFFECT

The covenants and agreements contained in the foregoing Lease are binding upon the parties hereto and their successors, respective heirs, executors, administrators, legal representatives, and assigns.

21. TERMINATION FOR CONVENIENCE

Either party may cancel this Lease upon giving one hundred eighty (180) days advance written notice to the other party, provided, however, that the Landlord shall not exercise its termination rights herein during the first five (5) year term of the Lease. Upon the termination of the Lease pursuant to this section the Lease shall be deemed terminated and of no further force and effect (except for any provisions that expressly survive the termination or cancellation of this Lease) and Tenant shall vacate the Premises. After either party gives written notice as set forth above, Tenant shall continue to comply with and be bound by all of the other terms and conditions of this Lease.

22. DEFAULT

In addition to matters addressed elsewhere in this Lease, the following events shall constitute defaults hereunder by Tenant:

- a. Monetary Default: Failure to pay any sum required under this Lease when due.
- b. Non-Monetary Default: Failure to comply with each and every term, provision, covenant and condition of this Lease except for a Monetary Default as defined above.

Except as otherwise expressly provided in this Lease, the notice/cure period for a Monetary Default is ten (10) days and the notice/cure period for a Non-Monetary Default is twenty (20) days.

Subject to the notice and cure provisions of this Lease, as applicable, if Tenant is in default, Landlord may exercise any one or more of the following rights/remedies:

- a. Terminate this Lease on the date specified in said notice; and/or
- b. Retake possession of the Premises.

The remedies set forth above shall be deemed to be cumulative, and shall not preclude Landlord from enforcing any other remedy or right provided in this Lease or by law. In all events, Tenant shall remain liable for the payment of any and all sums due under this Lease until paid in full, including, without limitation, all expenses for physical damage, attorney fees and costs (including but not limited to those on appeal) incurred in enforcing any remedy set forth herein or provided by law or otherwise. All sums to be paid or reimbursed to Landlord under this Lease shall bear interest at the highest rate permitted by law from the date upon which such sum became due until receipt of payment or reimbursement.

23. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings between the parties with respect to the matters set forth herein.

24. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this

Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease shall not be construed against the drafter of this Lease.

25. VALIDITY PERFORMANCE AND ENFORCEMENT OF LEASE; VENUE; TIME; WAIVER OF JURY TRIAL

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. The exclusive venue of any action that in whole or in part involves this Lease, the Premises, or affects, directly or indirectly, this Lease and/or Premises, in which Landlord is either a party or claims an interest, shall be in Orange County, Florida. It is covenanted and agreed between the parties hereto that time is of the essence in this Lease and this provision shall apply to all terms and conditions contained herein. Landlord and Tenant each hereby waive all rights to trial by jury in any claim, action, proceeding or complaint by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, any claim for injury or damage and any emergency statute or any other statutory remedy and/or Tenant's use or occupancy of the Premises.

26. RECORDING OF LEASE

Tenant agrees that this Lease shall not be recorded in any public record. However, Tenant further agrees, however, that if Landlord submits a Memorandum of Lease to Tenant for recording, Tenant shall execute and deliver the same to Landlord within fifteen (15) days of submission.

27. NO PARTNERSHIP

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer, or member of a joint enterprise with Tenant.

28. NO PUBLIC DEDICATION

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Premises to the general public.

29. SERVING OF NOTICES

Any notice, consent, election, demand, delivery or exercise of any option required or permitted under any portion of this Lease shall be deemed to be made, given, served and complete when either hand delivered (by a party's agents and/or a service) or when deposited in the United States Mail, certified, postage prepaid and addressed as follows:

Dr. Phillips City Center, LLC
c/o Dr. Phillips, Inc.
Post Office Box 692709
Orlando, Florida 32869-2709

(or such other place as Landlord may direct in writing).

City of Orlando, Florida
Attention: Real Estate Manager
400 South Orange Avenue
Orlando, Florida 32801

with copy to:

Community Redevelopment Agency of the City of Orlando
Attention: Executive Director
400 South Orange Avenue
Orlando, Florida 32801

(or such other place as Tenant may direct in writing).

If notice is only given by certified mail, three (3) days shall be added to the period of notice.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURES ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the
day and year first above written.

Witnesses:

Sign: Troy W. Finnegan

Print Name: Troy W. Finnegan

Sign: Meissa Soranno

Print Name: MEISSA SORANNO

LANDLORD:

DR. PHILLIPS CITY CENTER, LLC

By: Dr. Phillips, Inc.,
its sole Member

By: Kenneth D. Robinson
Kenneth D. Robinson
President

Witnesses:

Sign: Denise Holdridge

Print Name: DENISE HOLDRIDGE

Sign: Genovie Inzary

Print Name: Genovie Inzary

TENANT:

CITY OF ORLANDO, FLORIDA

Buddy Dyar
Mayor Pro Tem

Print Name: Buddy Dyar

ATTEST:

Denise Aldridge
Denise Aldridge, City Clerk

APPROVED AS TO FORM AND
LEGALITY for use and reliance of the
City of Orlando, Florida on

February 12, 2018

Walter Powell
Assistant City Attorney

EXHIBIT "A"

(274 N. Orange Ave., Orlando, FL 32801)

Legal Description

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 34, OF R. R. REID'S ADDITION TO ORLANDO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK C, AT PAGES 62 AND 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 90 FEET; THENCE WEST 106 FEET; THENCE NORTH 90 FEET; THENCE EAST 106 FEET TO THE POINT OF BEGINNING, LESS THE EAST 10 FEET THEREOF FOR STREET PURPOSES.

AND

ALSO THE EAST 30 FEET OF THE WEST 84 FEET OF A PARCEL BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 34, OF R. R. REID'S ADDITION TO ORLANDO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK C, AT PAGES 62 AND 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 90 FEET; WEST 190 FEET; NORTH 90 FEET; EAST 190 FEET TO THE POINT OF BEGINNING.

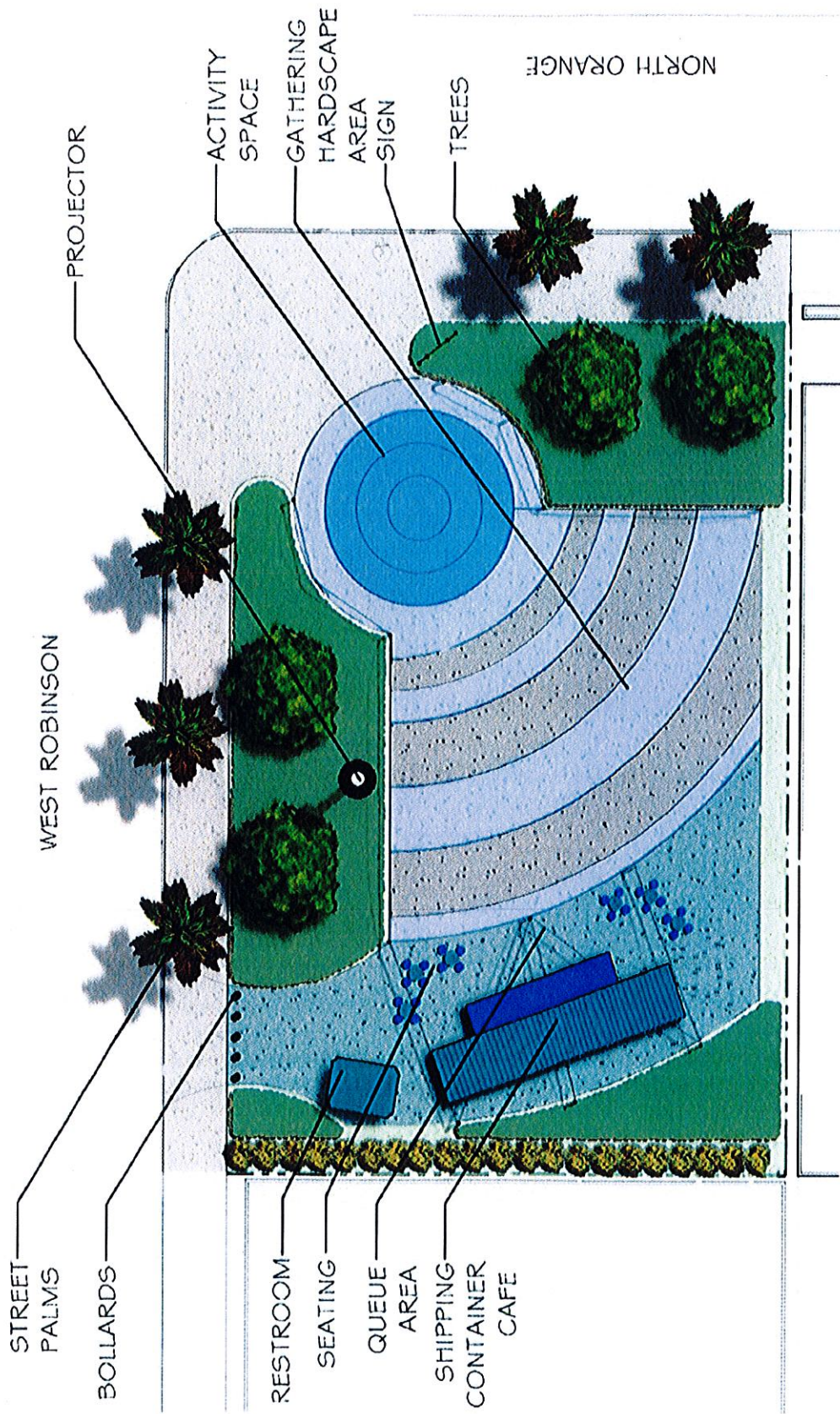
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EXHIBIT "B"

Conceptual Plan

4

Orange Robinson



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (Amendment) is made and entered into this ____ day of _____, 2021 ("Effective Date"), by and between the **DR. PHILLIPS CITY CENTER, LLC**, a Florida limited liability company ("Landlord"), and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Tenant").

WHEREAS, the Landlord and Tenant previously entered into a Lease Agreement dated February 12, 2018 (the "Lease") for the Landlord's lease of the real property described therein to the Tenant for the installation, construction, operation, and maintenance of a pop-up park and public plaza; and

WHEREAS, the Tenant has requested that the Lease be amended to increase the length of the Lease term an additional three (3) years, increase the number of days allowed for alcohol sales from one (1) day per month to eight (8) public events per month and two (2) private events per week, allow for the park to be named Art², and modify the hours of operation of the park; and

WHEREAS, the Landlord has agreed to the Tenant's request to amend the lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree to amend the Lease as follows:

1. RECITALS. The above recitals are true and correct and are incorporated into and made a part of this Amendment to Lease Agreement as if fully set forth herein.

2. TERM. The following changes are made to Section 1 of the Lease entitled, "TERM".

Additions are shown in double underline and deletions are shown in ~~strike through~~:

1. TERM

The term of this lease shall be for a period of ten (10) years beginning on ~~the first~~
~~(1st) day of the month after the Effective Date~~ October 1, 2021 (Lease Commencement Date),
and ending at 11:59 p.m. on ~~the last day of the tenth (10th) year thereafter~~ September 30,
2031 (Lease Expiration Date), unless sooner terminated pursuant to the terms hereof.

3. USE OF PREMISES. The following changes are made to Section 2.b of the Lease.

Additions are shown in double underline and deletions are shown in ~~strike through~~:

2. USE OF PREMISES

b. During the term of this Lease, Tenant shall (i) use and occupy the Premises in a careful, safe, and proper manner, (ii) keep the Premises in a clean, sanitary, and safe condition, (iii) keep the Premises in good condition and repair as more particularly set forth herein, and (iv) not use the Premises in such a manner as to create any nuisance or create a negative perception of the quality and character of the Premises and/or other properties owned by Landlord or Parent. Tenant shall not permit the Premises to be used for any unlawful, disreputable, or immoral purpose or in any way that will cause tangible or intangible injury. Tenant shall not display or distribute or allow the display or distribution of any product or service at the Premises which Landlord, in its sole opinion, shall deem obscene, objectionable, or immoral. No food or beverages (other than water) shall be distributed from the Premises that is not paid for by the consumer at prices equivalent to those prices offered by business establishments in the Downtown Orlando Central Business District. Restrooms at the Premises shall be locked at all times unless a representative of the City or the third-

party vendor operating the park or food/beverage service is present at the Premises. Tenant shall not permit the sale or consumption of alcoholic beverages at the Premises, except that the sale of beer and wine only is allowed ~~at a special event one day per month~~ at eight (8) public events per month and two (2) private events per week, or on a more frequent basis as approved by Landlord, provided that the host or operator of such event complies with the insurance and indemnification requirements of Paragraph 11.c. herein, and includes liquor liability insurance as part of its insurance coverage. The Premises shall be named ~~the "Orange Robinson Park"~~ Art², or such other name as requested by Tenant and approved by Landlord, and shall not be referred to by any other name. Except for signage recognizing Dr. Phillips Charities, no monuments, plaques, memorials, or tributes may be erected or maintained at the Premises. In the event of a breach of this Paragraph 2., upon notice, Tenant shall take all appropriate steps so as to cease or remedy all improper acts immediately. Except as otherwise provided in this Lease, Tenant shall regulate the use of the Premises in accordance with the regulations in Chapter 18A, City Code of the City of Orlando, entitled "Parks and Outdoor Public Assemblies", except that the opening and closing hours of the park shall be ~~6 A.M. to 9 P.M., seven days a week~~ Sunday through Thursday, 7 a.m. to 11 p.m., and Friday and Saturday, 7 a.m. to 12 midnight, unless other times are approved in writing by Landlord.

4. IMPROVEMENTS. The following changes are made to Section 9 of the Lease. Additions are shown in double underline and deletions are shown in ~~strike through~~. Exhibit B of the Lease is hereby deleted and replaced with Exhibit B-1 attached hereto, and incorporated herein, by reference.

9. IMPROVEMENTS.

c. Subject to the provisions of Paragraph 9.a. above, Tenant agrees to construct, at its sole expense, the improvements generally depicted on Exhibit "B-1" attached hereto and incorporated herein ~~by June 30, 2018~~ within two hundred seventy (270) days of the Lease Commencement Date. Tenant shall not attempt to modify the zoning or land use designation of the Premises without Landlord's prior written consent, which consent shall be in Landlord's sole discretion. The improvements shall include signage approved by Landlord recognizing Dr. Phillips Charities.

b. Notwithstanding the provisions of Paragraph 9.a. above, upon the termination or cancellation of this Lease, Tenant may remove any personal property and equipment installed by Tenant on the Premises and not permanently affixed to the Premises, including, but not limited to, audio-visual and computer equipment, artwork, and appliances, and restore the Premises to its original condition, normal wear and tear excepted. ~~u~~Unless Landlord subsequently notifies Tenant to the contrary, upon the termination or cancellation of this Lease, Tenant shall not be required to remove, and shall not remove, any buildings, structures, improvements and fixtures permanently attached to the Premises such that the removal would cause damage to the Premises, ~~the improvements to the Premises generally depicted on Exhibit "B" upon the termination or cancellation of this Lease,~~ and Tenant shall leave ~~the buildings and other improvements~~ such items in place, which shall become the property of Landlord and be deemed conforming improvements and structures under the zoning and land use designation applicable to the Premises. Tenant agrees to execute any documentation reasonably requested by Landlord to transfer ownership of the improvements to Landlord. This Paragraph 9. d. shall survive the termination or cancellation of this Lease.

5. TERMINATION FOR CONVENIENCE. The parties acknowledge and agree that for purposes of Section 21 of the Lease, entitled, "Termination for Convenience", the first five (5) year term of the lease begins on the Lease Commencement Date of October 1, 2021 set forth in Section 2 above of this Amendment.

6. LEASE AGREEMENT. The purpose of this Amendment is to amend the Lease as provided herein, and except as specifically amended herein, all terms, conditions, provisions, rights and obligations contained in the Lease shall remain in full force and effect.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment to Lease Agreement as of the day and year first written above.

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

LANDLORD:

DR. PHILLIPS CITY CENTER, LLC

By: Dr. Phillips, Inc.,
its sole Member

By: _____
Kenneth D. Robinson
President

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

TENANT:

CITY OF ORLANDO, FLORIDA

Mayor Pro Tem

Print Name: _____

ATTEST:

Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND
LEGALITY for use and reliance of the
City of Orlando, Florida on

_____, 2021

Assistant City Attorney

EXHIBIT B-1

Exhibit B



EXHIBIT “B”

Park Improvements

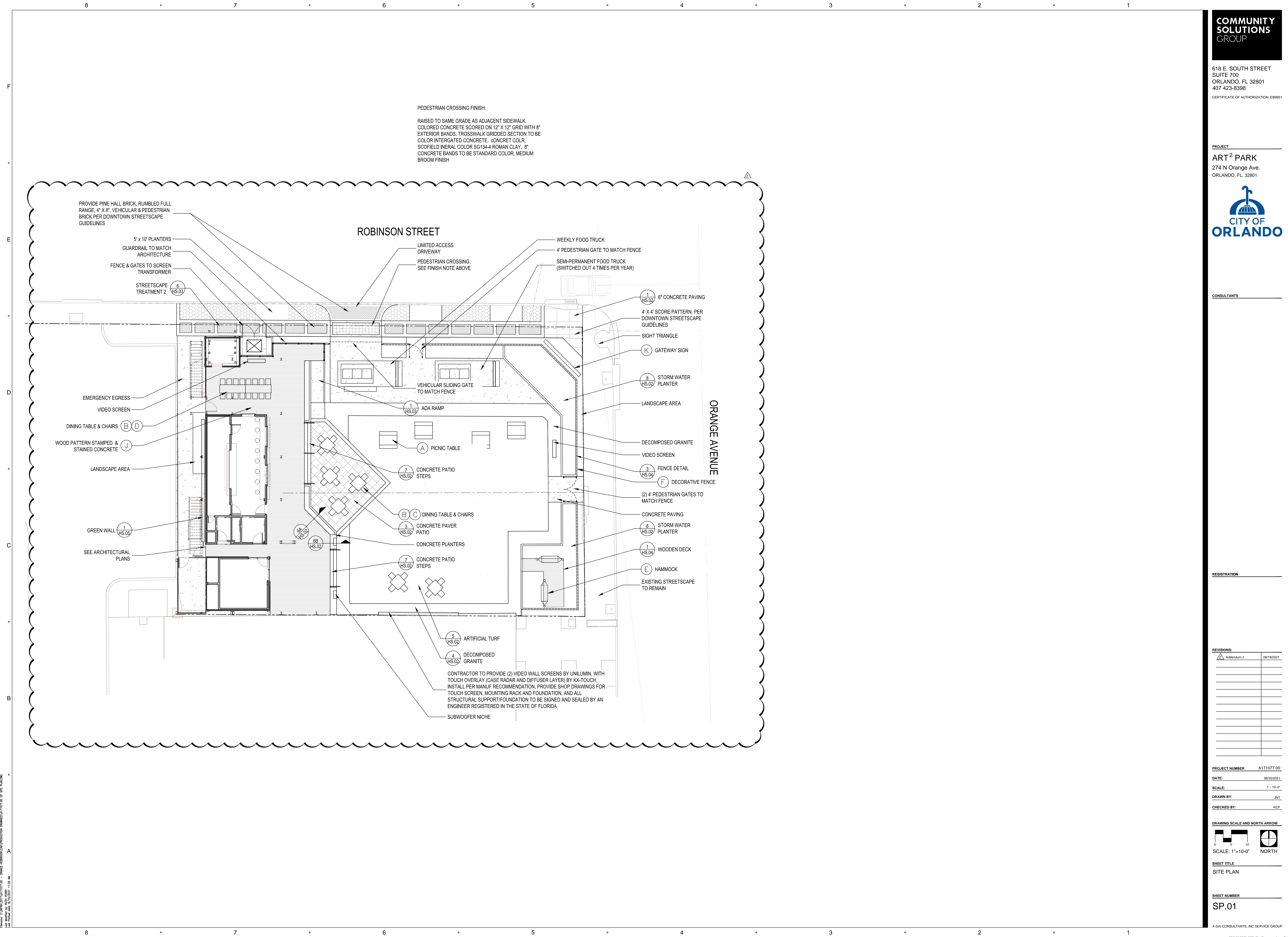


EXHIBIT “C”

A/V Equipment

ART2 AV Hardware Pricing List

Manufacturer	Model	Description	QTY	MSRP	City Cost	City Cost - ext.
Apple	iPad Air- 64GB Wifi	MDF - iPad for control	1	\$499.00	\$499.00	\$499.00
Apple	Apple Care	MDF - Apple Care	1	\$69.00	\$69.00	\$69.00
AtteroTech	Synapse DM1	MDF - Rack monitor	1	\$3,675.00	\$2,860.00	\$2,860.00
AtteroTech	ATT-D16MIO-TB	MDF - 16 in / 16 out with mic line level and Dante enabled	2	\$4,220.00	\$3,282.50	\$6,565.00
Audio Technica	ATW-1312/L	Audio - Lav + Handheld Microphone System	4	\$949.00	\$863.20	\$3,452.80
BrightSign	XT1144	Video - Digital Signage Players	16	\$650.00	\$589.00	\$9,424.00
Cameo	Auro Spot Z300	Lighting - LED Spot Light, Moving Head	9	\$2,214.01	\$2,012.74	\$18,114.66
Cameo	PIXBAR 600 Pro IP65	Lighting - LED Light Bar 12 x 12W	4	\$1,219.90	\$1,109.09	\$4,436.36
Cameo	CL-PFLATPRO18IP65	Lighting - Flat Pro 18- 18 x 10 W FLAT LED Outdoor RGBWA PAR light in black housing	8	\$859.53	\$538.27	\$4,306.16
Cameo	Z120 G2	Lighting - Outdoor par w/ zoom	3	\$1,176.00	\$917.80	\$2,753.40
Cameo	CL-PFLATPRO7IP65	Lighting - Flat Pro 7 AUX	7	\$531.91	\$374.22	\$2,619.54
Cameo	DVC4	Lighting - DMX interface	1	\$529.86	\$416.00	\$416.00
Cisco	SG-200-52MP	MDF - 52 port POE layer 3 switch with max power budget	2	\$1,690.00	\$1,495.00	\$2,990.00
Custom	-	Custom aluminum speaker mounting system for video wall speakers	1	Custom	\$1,082.00	\$1,082.00
EAW	VFM109i	Audio - Stage monitor	2	\$856.00	\$668.20	\$1,336.40
Interactive tech	CS-900	Stage - Cueserver2 DMX lighting controller with extra universe	1	\$3,250.39	\$1,799.00	\$1,799.00
Interactive tech	CS-MOD-X5F	5-Pin Female XLR DMX Module	2	-	\$45.50	\$91.00
Interactive tech	CS-MOD-X5M	5-Pin Male XLR DMX Module	2	-	\$45.50	\$91.00
iPort	70300	MDF - Apple iPad- Launchport Magnetic Charging Case	1	\$149.00	\$129.00	\$129.00
iPort	70170	MDF - Apple iPad- Launchport Magnetic Charging Wall Station	1	\$215.00	\$195.00	\$195.00
Juice Goose	IP PD1-4	MDF - IP controlable power distribution unit with four 20 amp circuits	1	\$903.00	\$749.00	\$749.00
Juice Goose	IP-1520	MDF - IP Based Power Controller. Web (IP) based remote power control	2	\$741.00	\$601.90	\$1,203.80
K-Array	KY-102	Speakers - Kayman 100cm-long, variable beam stainless steel line array element with 8x4" cones	3	\$4,743.11	\$3,699.62	\$11,098.85
K-Array	KK102W I	Column speakers	2	\$2,455.26	\$1,915.10	\$3,830.19
K-Array	K-U212	Speakers - Rumble Ultra-slim, 4/16Ω stainless steel passive subwoofer with 2x12" cones	6	\$2,371.55	\$1,849.81	\$11,098.85
K-Array	KA84	Amplifer	3	\$6,333.44	\$4,940.09	\$14,820.27
K-Array	K-KUIP12	Speaker accessories - IP64 protection cover	8	\$170.18	\$132.74	\$1,061.94
K-Array	K-IP65KITA	Speaker accessories - Weatherproof cap for not connected NL4 connectors	1	\$255.27	\$199.11	\$199.11

Manufacturer	Model	Description	QTY	MSRP	City Cost	City Cost - ext.
K-Array	K-WALL2W	Speaker accessories - Wall bracket with ball and socket joint (advanced model) - WHITE	5	\$255.27	\$199.11	\$995.54
K-Array	K-IP65KITB	Speaker accessories - Weatherproof rubber protection for NL4 connectors	1	\$619.46	\$212.73	\$212.73
K-Array	KV25	Small column speakers for interactive video wall	2	\$809.12	\$631.11	\$1,262.22
KX-Touch	Radar Touch	Video - Creates the Touch Functionality	1	N/A	\$6,418.10	\$6,418.10
KX-Touch	Radar Touch Box Cover	Video - Weatherproof box for Radar Touch	1	N/A	\$75.00	\$75.00
KX-Touch	CUSTOM lights diffuser	Video - Plastic light diffuser	1	Custom	\$1,950.00	\$1,950.00
Peerless	KOF555-1XHB	Video - 55" Enclosure for Lawn Kiosk displays (does not include the display itself; sold separately; see below line item)	2	-	\$2,947.10	\$5,894.20
Peerless	XHB553	Video - Display for the Kiosk – Manufacturer is in between models - waiting on pricing for the new model – <i>*Unit cost is an estimate based on previous (discontinued) model</i>	2	-	\$5,091.14	\$10,182.28
Middle Atlantic	PDT-615C-NS	Power strip	4	\$168.00	\$144.40	\$577.60
MISC	-	Lighting connectors & small parts	1	-	\$512.00	\$512.00
MISC	-	Rack Supplies - Small parts; connectors; rack shelves; internal cabling	1	-	\$1,462.00	\$1,462.00
MISC	-	Video cables, dongles, small connectors	1	-	\$975.00	\$975.00
MISC	-	Speaker mounting supplies & connectors	1	-	\$1,496.00	\$1,496.00
Pakedge	WK-1-O	Wi-fi Access Point	3	\$1,182.00	\$515.45	\$1,546.35
Planar	PCT2785	MDF - Touch Panel for Control Tech	1	\$519.00	\$509.00	\$509.00
Planar	SL5064K	MDF - Monitor for Control Tech	1	\$799.00	\$719.00	\$719.00
Planar	WMT-MXL	MDF - Mount for tech monitor	1	\$140.00	\$125.00	\$125.00
Planar	SL6564K	Video - 65" display	2	\$1,359.00	\$1,299.00	\$2,598.00
Planar	SL5064K	Video - 50" display	7	\$799.00	\$754.00	\$5,278.00
Planar	WMT-MXL	Video - Mounts for displays	7	\$140.00	\$129.00	\$903.00
QSC	TSC-116w-G2-BK	MDF - 11.6" Touch Panel - Black	1	\$2,500.00	\$1,950.00	\$1,950.00
QSC	CORE 510i kit	MDF - DSP Processor	1	\$6,680.00	\$5,800.00	\$5,800.00
QSC	SL-QSE-510-P	MDF - Scripting license	1	\$751.50	\$585.00	\$585.00
QSC	SL-QUD-510-P	MDF - UCI License	1	\$417.50	\$325.00	\$325.00
QSC	CIML4-HP	MDF - High performance input card	1	\$885.00	\$689.00	\$689.00
QSC	COL4	MDF - 4 ch output card	3	\$320.00	\$247.00	\$741.00
QSC	CDN64	MDF - 64 channel Dante	1	\$1,670.00	\$1,300.00	\$1,300.00
QSC	CX-Q 4K8	MDF - 8 Channel amplifier	2	\$4,760.00	\$3,705.00	\$7,410.00
QSC	AD-S.SAT-XX	Speakers - Small 2.5" satellite	8	\$92.00	\$71.50	\$572.00
QSC	AD-S.SUB-XX	Speakers - Subwoofers for satellite speakers	3	\$475.00	\$370.50	\$1,111.50
QSC	AC-C4T-XX	In-ceiling speakers	4	\$100.00	\$78.00	\$312.00
QSC	AD-S6T-XX	Surface mounted 6.5" speaker for common areas	14	\$375.00	\$292.50	\$4,095.00
Rapco	Custom Stage Plate	Stage - Custom Stage plates	1	\$5,187.96	\$2,593.98	\$2,593.98
RedAtom	REDRFE42	MDF - Full size floor rack	1	\$1,499.95	\$975.00	\$975.00
Reolink	POE Security System	Security Camera System	1	\$799.00	\$784.80	\$784.80
SoundCraft	Si Expression 2	Audio - Digital Console for Live Mixing	1	\$2,969.00	\$2,730.00	\$2,730.00

Manufacturer	Model	Description	QTY	MSRP	City Cost	City Cost - ext.
SoundCraft	5031819.V	Audio - SoundCraft expansion card for Dante	1	\$1,017.06	\$949.00	\$949.00
Soundtube	XT850-GN	8" Coaxial Outdoor speakers - green	4	\$875.00	\$464.10	\$1,856.40
Sunbrite	SB-S2-65-4K	Video - 65" display – outdoor	2	\$7,999.00	\$7,068.10	\$14,136.20
SuperLogics	Custom Configuration	MDF - Help Desk PC w/ Monitor, keyboard, mouse, drawer	1	Custom	\$1,749.00	\$1,749.00
SuperLogics	Custom Configuration	MDF - Standard HelpDesk PC for control room	1	Custom	\$1,047.80	\$1,047.80
Tempest	Twister 1900	Lighting - Light Enclosure for Moving Lights, Smart Enclosure with Fans	9	-	\$2,292.00	\$20,628.00
Unilumin	CUSTOM 6m x 3m	Video - Custom 6x3 video wall at 2.6mm pixel pitch	1	Custom	\$61,034.00	\$61,034.00
Unilumin	CUSTOM 6m x 1.5m	Video - Custom 6x1.5 video wall at 6mm pixel pitch	1	Custom	\$17,212.00	\$17,212.00
Vadio	999-9950-000	Roboshot 20 UHD 20x zoom	3	\$5,517.00	\$5,189.00	\$15,567.00
Vadio	998-9200-200	Outdoor Camera case	3	\$989.00	\$858.00	\$2,574.00
WyreStorm	NHD-300-TX	Video - Open Standards Encoder - Streaming	1	\$729.00	\$569.40	\$569.40
WyreStorm	NHD-200-TX	Video - HD transmitter for Sources	9	\$685.00	\$534.30	\$4,808.70
WyreStorm	NHD-210-RX	Video - Regular NHD Decoders	13	\$790.00	\$616.20	\$8,010.60
WyreStorm	NHD-250-RX	Video - Multi-Window NHD Decoder	3	\$1,456.00	\$1,136.20	\$3,408.60
WyreStorm	NHD-000-CTL	Control Device for Wyrestorm	1	\$498.00	\$388.70	\$388.70
WyreStorm	TX-IW-70-POH-KIT	HDMI in wall plate with balun kit	4	\$1,219.00	\$951.60	\$3,806.40

					Total	\$340,702.45

Notes
It is assumed that proper grounding has been installed for AV system by the client. Proper grounding prevents system hum bars and noise.
It is assumed that the client will provide all drywall and painting work (if required) for this project.
It is assumed the client is providing all conduit installations. The city & design GC are already aware of this and it's being included with the GC proposal.
It is assumed that the client is providing all power drops and data for this installation. The city & design GC are already aware of this and it's being included with the GC proposal
It is assumed that no permits or permit fees are required for this job and will be provided by the client, if required. If the city requires permits the cost will be added to budget.
All Ascend Studios labor is covered under a one year warranty.
All domestic sourced items are included as ground shipping. All international sourced items are included as standard sea freight.
It is assumed that the if US import fees, taxes or tariffs rates are adjusted by the government, any excess costs over the included price will be added to your final invoice.

EXHIBIT “D”

ASSIGNMENT AND ASSUMPTION

**ASSIGNMENT AND ASSUMPTION
OF
CONTRACTUAL OBLIGATIONS**

WHEREAS, on _____, 2021, the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **ASCEND STUDIOS LLC**, a Florida limited liability company (“Contractor”), entered into an Agreement (“the Agreement”), whereby the Contractor would perform certain services for the CRA related to that certain open space within the Downtown Orlando Community Redevelopment Area located at 274 North Orange Avenue (“Park”); and

WHEREAS, Contractor intends to sell, assign and transfer to Ascend Art Parks LLC (“Assignee”), a Florida limited liability company and wholly owned subsidiary of the Contractor, certain assets and rights relating to its business, including the Agreement; and

WHEREAS, such change necessitates an assignment and assumption of contractual obligations of the Agreement from the Contractor to the Assignee;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

1. Effective as of the Park Opening Date as that term is defined in the Contract, the Contractor does hereby transfer and assign to the Assignee all of the Contractor's right, title and interest in and to the Agreement, and Assignee does hereby accept such assignment and does hereby assume all rights and obligations under the Agreement and does agree to be bound thereby.
2. Contractor shall remain jointly liable with Assignee for all work performed and all acts or omissions of Contractor occurring prior to the effective date of this Assignment and for performing any future warranty, maintenance, or other services with respect to the A/V Equipment set forth in Section V of Amendment One to the Contract.

IN WITNESS WHEREOF, the Contractor and Assignee have caused these presents to be executed by their duly authorized officers this _____ day of _____, 20____.

CONTRACTOR: Ascend Studios LLC

By: _____
Signature

Name and Title

Date

ASSIGNEE: Ascend Art Parks LLC

By: _____
Signature

Name and Title

Date

FIRST AMENDED AND RESTATED FUNDING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021 (the “Effective Date”), by and between the **COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.**, a Florida not-for-profit corporation (“Coalition”) 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 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 (initial plan and all amendments collectively the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan specifically addresses the Coalition’s property within the Area and notes that its men’s facility and operation as structured in the past does not best serve the Coalition’s clients or the neighborhood and also notes that loitering by large numbers of clients around the site creates a perception that the neighborhood is unsafe; and

WHEREAS, such perception and the loitering of homeless persons in the Area are impediments to further redevelopment of the nearby neighborhood and the Area; and

WHEREAS, in 2013, the Coalition redeveloped its property located within the Area at 639 West Central Boulevard (“Property”), into a new men’s facility oriented towards the interior of the property and developed new programming for the facility (“Men’s Service Center”); and

WHEREAS, the Men’s Service Center was designed to minimize the impacts of the homeless persons on the neighboring Area and the Coalition intends to operate programs at the Men’s Service Center aimed at assisting homeless persons in regaining self-sufficiency, as more specifically described on Exhibit “A” (“Services”); and

WHEREAS, as the regional model related to homelessness has moved towards a housing first model, the Coalition has modified the Services to be aligned with such model; and

WHEREAS, the Redevelopment Plan identifies the creation of permanent supportive housing with wraparound services as a key solution for the chronically homeless; and

WHEREAS, the Redevelopment Plan provides that the CRA may support and fund construction and/or operation of emergency shelters, transitional housing, supportive service centers and outreach

programs for the homeless population that are designed to assist individuals in regaining self-sufficiency and minimize the impacts of homeless persons on the residents and businesses within the Area; and

WHEREAS, the Redevelopment Plan calls for the CRA to continue collaboration with homeless service providers on issues related to downtown homelessness; and

WHEREAS, the CRA desires to assist in funding the provision of the Services in the Area in partial fulfillment of Redevelopment Plan goals.

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 July 1, 2013, and shall, unless sooner terminated as provided herein, automatically terminate on July 1, 2024 (“Term”).

3. Funding: Subject to the terms and conditions set forth in this Agreement, the CRA agrees to contribute to the Coalition to assist in their provision of the Services in partial fulfillment of the Redevelopment Plan goals (“Funding”). The CRA’s obligation to make any payment under this Agreement is expressly contingent upon the conditions set forth in Section 4 herein. Payments shall be made to the Coalition upon invoice, on an annual basis, during the first two weeks of July (between July 1st and 15th) of each year, with the exception of 2022, for which payments will be made in two installments, the first payment of \$100,000.00 to be made during the last two weeks of October (between October 15th and 31st) and the second payment of \$300,000.00 to be made during the first two weeks of July (between July 1st and 15th). Such Funding shall be distributed to the Coalition as follows:

2013-\$500,000.00
2014-\$0
2015-\$450,000.00
2016-\$400,000.00
2017-\$350,000.00
2018-\$300,000.00
2019-\$300,000.00
2020-\$250,000.00
2021-\$200,000.00
2022-\$400,000.00
2023-\$350,000.00

During the CRA’s fiscal year 2021-2022, an additional amount of up to two hundred thousand dollars (\$200,000.00) in Funding will be provided to the Coalition to be used for improvements to the Men’s Service Center. Such improvements as described/ shown on Exhibit “C” include tree trimming, parking lot re-sealing and re-striping, landscaping, new fencing, bike racks, trashcans, replacement/repair of flooring, lighting, and the storefront/entranceway. The improvements are intended to improve the overall

appearance of the facility and its interaction with the surrounding neighborhood, thereby also improving the perception of safety of the neighborhood and the long-term viability of the Area. Plans and a detailed budget for such improvements shall be provided to the CRA Executive Director prior to the commencement of such work. Upon approval thereof by the CRA's Executive Director, payment of up to the first fifty thousand dollars (\$50,000.00) of improvement costs shall be made to the Coalition. The Coalition shall promptly submit evidence of payments for amounts of CRA Funding spent on renovation costs in accordance with the approved plans. The remaining amount (up to \$150,000.00 and in no case exceeding such amount) shall be paid to the Coalition on a reimbursable basis as invoiced by the Coalition with accompanying back-up documentation. Other than as specified in this section, the CRA shall have no obligation to fund any additional expenses related to the relocation to or renovation of the Men's Service Center.

4. Conditions to Funding: The Coalition shall meet the following conditions at all times during the Term of this Agreement in order to receive Funding. Notwithstanding the foregoing, should the CRA believe the Coalition to be in violation of meeting any of these conditions at any time during the Term of this Agreement, the CRA shall notify the Coalition of such violation and provide a ten (10) day period within which to cure such non-compliance. Should such violation not be cured within the ten (10) days, the Coalition shall be considered to be in breach of this Agreement and the CRA may cease funding, notify the Coalition of such breach pursuant to Section 10(a) herein and may terminate the Agreement pursuant to Section 10(a) herein.

- a. The Coalition shall maintain the Men's Service Center in operation 24 hours a day, 7 days a week, 365 days a year.
- b. The Coalition shall operate the Men's Service Center as to provide ongoing intake and assessment/case management to all men residing at the Men's Service Center ("Residents") and shall operate the Center as a shelter during inclement weather, cold nights, and for those users of the Men's Service Center Community Health Initiative.
- c. Each year, the Coalition shall match funds (in cash) in an amount equal to the Funding to be given in a particular year and demonstrate evidence of the matching funds by the end of such reporting year in order to obtain the amount of Funding scheduled to be distributed to the Coalition for the following year.
- d. The Coalition shall maintain control of its Property so as to reasonably limit entrance onto the Property to those persons desiring services and residence, those persons currently under case management and residing on the Property and those persons conducting business with the Coalition. Similarly, the Coalition will use its best efforts to prevent persons who are not under case management, who are not residing on the Property or who are not conducting business with the Coalition from loitering (remaining for no obvious reason, waiting around idly with no intended purpose) on the Property. Additionally, except as may be necessary to meet any social distancing requirements related to COVID-19, any queuing for activities held on the Property shall be exclusively on the interior of the Property

(i.e. internal sidewalks) and not along the perimeter of the Property or on the adjacent right-of-way.

- e. The Coalition shall serve breakfast, lunch, and dinner on the Property for all Residents of the Men's Service Center.

5. Obligations of Coalition: Within the Area, the Coalition will provide the Services as generally described in Exhibit "A" throughout the Term of this Agreement. The Coalition shall use the Funding provided by the CRA pursuant to section 3 above only within the Area and only for the purposes described in this Agreement, including the exhibits attached hereto. The Coalition shall strive to meet the performance standards set forth in Exhibit "B" at all times during the Term of this Agreement.

6. Progress and Financial Reporting: The Coalition shall submit progress and financial reports to the CRA as set forth in this section.

- a. The Coalition shall submit quarterly progress and summary financial reports to the CRA (annual quarterly reports for January-March due by April 30th each year, for April-June due by July 31st each year, for July-September due by October 31st each year, and for October-December due by January 31st, and so on) as well as an annual summary for each calendar year of to be provided to the CRA by January 31st of each year.
- b. Progress reports shall confirm that the Coalition has met the conditions set forth in Section 4 hereof and shall provide data related to each performance goal enumerated on Exhibit "B" hereto. Additionally, each report shall contain information including the number of persons served, demographics of those served, where persons have been referred from, if applicable, and length of stay. Also to be reported shall be the number of SOAR applications submitted and number of application approvals as well as numbers of referrals out to other programs (including SOAR). In addition, at exit, the Coalition shall measure how many men have moved into housing, moved to other programs, maintained or increased income, maintained or obtained employment, received education or training, as well as any reduction in use of deep-end services and report such numbers applicable for the report's timeframe in each report to the CRA. For each client exiting into permanent housing, the Coalition shall provide such client's HMIS identification number within the CRA reports. Moreover, the reports shall be consistent with the Services described in Exhibit "A", shall identify expenditures associated with or related to the Funding, and shall, when required by section 4(c) hereof, provide evidence of matching funds for such reporting year.
- c. The reports should be communicated to the CRA's Executive Director by electronic means via electronic mail or facsimile with a copy sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801.

- d. Failure to comply with the requirement to submit reports in this section 6 without at least forty-eight (48) hours prior written notification to the CRA's Executive Director and Division Fiscal Manager and without the prior written consent of the CRA's Executive Director or Division Fiscal Manager, such consent not to be unreasonably withheld, shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Coalition to receive Funding from the CRA. Reports shall be reviewed by the CRA Executive Director and/or his designees upon submission. Should any performance goal listed in Exhibit "B" not be achieved during any period of annual reporting, the Coalition shall note such failure to meet a performance goal, provide an explanation therefor, and either suggest a corrective action(s) and a timeframe within which to implement such action or suggest a proposed modification to such performance goal and the justification therefor. The CRA's Executive Director shall review any such proposed corrective actions and proposed performance goal modifications. The Coalition's Chief Executive Officer and the CRA's Executive Director shall jointly determine corrective actions to be taken and modifications to be made to the performance goals not met. Upon an agreed upon corrective action or modified performance goal, if implementation of such corrective action does not lead to the Coalition's meeting the performance goal within the agreed upon time frame, or in the case of a modification or recalibration of a performance goal, the new performance goal is not met within the agreed upon time frame, the Coalition shall be considered to be in breach of this Agreement and the CRA may cease Funding, notify the Coalition of such breach pursuant to Section 10(a) herein and may terminate the Agreement pursuant to Section 10(a) herein. If the Coalition's Chief Executive Officer and the CRA's Executive Director fail to agree to a corrective action or joint modification, the Coalition shall be considered to be in breach of this Agreement and the CRA may cease Funding, notify the Coalition of such breach pursuant to Section 10(a) herein and may terminate the Agreement pursuant to Section 10(a) herein. The parties anticipate the likelihood of some recalibration of the performance goals after the first eleven (11) months of this Agreement due to the lack of data for these specific circumstances on which to base the initial performance goals in Exhibit "B". Additionally, the parties agree that performance goals may be modified more than one time and that any such modification agreed to by the CRA's Executive Director and the Coalition's Chief Executive Officer shall control for the next reporting year.

7. Books and Records/Audit:

- a. The Coalition shall maintain books, records, and other evidence relating to the Services provided and use of the Funding 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. The Coalition expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by The Coalition 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.

8. Repayment of Funding. The Coalition shall be liable for repayment of any Funding dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which is used by the Coalition in violation of this Agreement.

9. Monitoring: The Coalition shall permit the CRA to monitor the provision of the Services by the Coalition to ensure compliance with the terms of this Agreement. The Coalition shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all non-confidential client records and such other information as the CRA may deem necessary.

10. Default and Termination: The occurrence of any one of the following events or conditions shall constitute a default and breach of this Agreement by the Coalition and shall entitle the CRA to immediately cease any future payments contemplated herein to the Coalition and terminate this Agreement upon thirty (30) days written notice to the Coalition:

- a. The Coalition's failure to comply with any of the Conditions to Funding contained in Section 4 herein.
- b. The Coalition's failure to comply with the reporting process required by Section 6 herein.
- c. The Coalition's failure to complete any agreed upon corrective action in order to meet a performance goal or failure to meet a modified performance goal as agreed to by the CRA Executive Director and the Coalition's Chief Executive Officer.

Failure of the CRA to declare a default shall not constitute 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 and shall not be construed to be a modification of the terms of this Agreement. In the event of termination of this Agreement by the CRA for the Coalition's breach, the Coalition shall return to the CRA all unused Funding as of the date of termination.

11. Indemnification: The Coalition agrees to indemnify, defend and hold harmless the CRA, City, 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 the Coalition, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the Services, or (3) the mere existence of this Agreement itself.

12. Insurance: The Coalition shall have in force during the Term of this Agreement the insurance coverage listed below. The Coalition 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 Coalition 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. The Coalition 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 Coalition 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 Coalition 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 Coalition 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.

13. 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.

14. Nonassignability: The Coalition may not assign the 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 Funding disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CRA before it can receive Funding. Failure to comply with this section may result in immediate termination of this Agreement.

15. 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.

16. Miscellaneous:

a. The Coalition 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 Coalition 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 either 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 The Coalition as the agent or representative of the CRA 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.

17. 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

Coalition: Chief Executive Officer
Coalition for the Homeless of Central Florida, Inc.
639 W. Central Boulevard
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.

**COALITION FOR THE HOMELESS
OF CENTRAL FLORIDA, INC.**

By _____
President/Chief Executive Officer

WITNESSES:

(1) _____

Print Name: _____

(2) _____

Print Name: _____

Board Chairman

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____ as the _____ of Coalition for the Homeless of Central Florida, Inc. He/She is
personally known to me or has produced a valid (State) _____ Driver's License as
identification.

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 this _____ day of _____, 2021, by Buddy Dyer and Thomas C. Chatmon, Jr., well known to me and known by me as the Chairman and Executive Director, respectively, of the City of Orlando Community Redevelopment Agency, who are personally known to me or has produced a valid (State) _____ Driver's License as identification.

Notary Public
Commission Expires:

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

_____, 2021.

Assistant City Attorney
Orlando, Florida

Exhibit “A” Executive Summary

A greatly underserved segment of the community’s homeless population is single men. There are approximately 240 beds available in the Men’s Service Center located at the Coalition for the Homeless of Central Florida. According to the 2019 Point-In-Time Count conducted by the Homeless Services Network of Central Florida, there are over 1,242 men in the area and therefore a clear need for continued support exists in our community. In order to reduce the number of homeless men in the area and lessen this gap, homeless providers need to do more than provide food and shelter. They must provide comprehensive housing-focused services that help men overcome adversity and establish their housing independence.

Research conducted by Dr. James Wright of the University of Central Florida showed that many homeless men wish to reverse the direction of their lives. They just need guidance to do so. Coalition for the Homeless of Central Florida is one agency with the experience and track record of success to help affect such change. Founded in 1987, the Coalition is the largest homeless services provider in Central Florida having served nearly 3,455 homeless people in calendar year 2020. This includes more than 1,213 unduplicated single men sheltered during the year at the Men’s Service Center.

Coalition for the Homeless, in partnership with the City of Orlando, constructed the Men’s Service Center (MSC) that opened in June 2014, to help men end their downward spiral. The MSC replaced the old Men’s Pavilion, which was an outmoded open-air drop-in shelter. The MSC is a two-story temporary shelter that offers housing stability case management programs. Coalition is a low barrier shelter with a focus on housing, emergency services, and diversion. Our intent is to help men return to stable, permanent homes as quickly as possible. Each person that enters into the MSC receives individualized case management that begins by completing an initial person centered assessment. The case manager and the client create a “Housing Focused” individualized case plan that provides flexibility to meet their immediate and crucial needs.

Through the Men’s Service Center, the Coalition was able to elevate its services to a greater level – transitioning from a night-time only drop-in center that primarily met basic needs (e.g., food and shelter) to a highly effective, influential “Housing First” program. However, there are additional administrative and operational needs to help the Coalition continue to address homelessness in Central Florida.

Organizational Description

In the late 1980’s a group of faith-based organizations, local businesses, and community members came together to discuss a growing problem in Orlando. There were far more homeless people than there were agencies to offer assistance. While these entities had done their best to meet the needs of homeless people, it was clear they could not keep up with the demand for food and emergency shelter. Realizing this fact, the groups joined forces in 1987 and with support from the City of Orlando, formed the Coalition for the Homeless of Central Florida. Today, the Coalition for the Homeless is the largest homeless services provider in the region. Agency programs include:

- Center for Women and Families – 220-person capacity Housing First program for single women and families.
- Men’s Service Center – 240-person capacity Housing First program for single men.
- Rapid Rehousing (RRH) – Supportive housing program intended to provide permanent housing for individuals and families; currently serves 53 families with room for growth.
- Bridge Housing (BH) – Transitional program for families that have been approved for RRH financial assistance to help pay rent that are also attached to an RRH Case Manager; currently serves 8 families in our on-site apartments with space for 9 families.
- Diversion – Engage literally homeless individuals and families during crisis to help them avoid entering the homeless system.
- Community Health Initiative (CHI) – Offers showers, laundry, hygiene items, and free clothing as needed and referrals for unsheltered homeless individuals and families.
- Victims of Crime Act (VOCA) Program – Provides advocacy, referrals, education, and support for those individuals and families that have been victims of crime.
- Veteran’s Administration (VA) Contracted Emergency Residential Services (CERS) – Intensive housing-focused case management, free laundry, transportation, and connection to employment and mainstream services for veteran’s based on referrals from the VA liaison.

The Coalition is overseen by a 36-member Board of Directors. Agency, programmatic and administrative oversight is provided by the President/CEO and Chief Operating Officer (COO). In total, the Coalition is staffed 24/7, 365 days a year, by 81 individuals (62 FT, 19 PT). Please see attached Board of Directors list, organizational chart and senior management profiles.

The Need

In 2019, the Homeless Services Network of Central Florida (HSN) released a report stating there were 2,010 homeless persons living in the tri-county region on any given night, of which 1,242 (62%) of these individuals were unaccompanied men. Interviews conducted during the study lent some insight into homeless men’s perspectives on the issue of their homelessness. Many men indicated they were ready to stop the downward spiral and become self-sufficient, thus defying the stereotype that homeless men are content with sleeping in the woods, abandoned buildings or emergency drop-in shelters.

Homeless men striving for independence is an observed trend seen for some time. In 2003, Dr. James Wright of the Institute for Social and Behavioral Science at the University of Central Florida conducted a study of 1,000 men sleeping at the Coalition’s Men’s Pavilion. Over 65% of them worked or were actively searching for work. Studies conducted in subsequent years yielded similar findings. In another study (2009), Dr. Wright and his team of researchers interviewed 158 Pavilion men. Results showed that 83% of them wished to take the steps needed to become independent, productive members of the community.

Yet there is a problem. While men may wish to change their lives, there are not enough comprehensive services in the region to help them overcome their barriers and obtain or maintain their housing stability. Barriers may include a lack of formal education, inadequate job skills, unemployment or underemployment, addiction, and/or mental health issues. On any given night

in the region, there are an estimated 1,242 homeless men (2019 PIT) and not enough available bed spaces. Many of the area service providers offer few benefits beyond food and shelter. This means that there is a major shortfall in support. Further complicating matters is that many of the available bed spaces do not provide the much needed housing assistance and case management programs designed exclusively to assist single men. The result is that these men are a vastly underserved segment of the area's homeless population.

Program limitations are largely tied the heavy case load placed on the eight (8) Case Managers at the MSC with a case load ratio of nearly 30-31 clients per staff. Such limitations may be seen first-hand at the MSC. While the Coalition has a 240 bed capacity to offer comprehensive, shelter based services to each of the single homeless men, the high caseload of each Case Manager to assist clients stretches this human resource thin. Additional Case Managers are needed to bring the case load into a range closer to 15-20 clients per Case Manager.

Addressing the Need

The Coalition for the Homeless of Central Florida addressed prior program and facility limitations of the old Men's Pavilion through the construction of the Men's Service Center (MSC) in 2015. The MSC is a 32,000 square foot, two-story facility serving up to 240 single homeless men at any given time, offering housing stability case management.

With this building came the capacity to provide comprehensive support services modeled after the successful shelter programs currently available to women and families with children. Men are benefiting from guidance provided by case managers (advisors) with a "Housing First" approach and have access to several forms of assistance, such as:

- ☐ Crisis stabilization – helping men address their most immediate, pressing needs.
- ☐ Trauma Informed Care Approach – an overarching framework that emphasizes the impact of trauma, which guides the general organization and behavior of an entire system.
- ☐ Motivational Interviewing – a style of working with a client that focuses on allowing the client to direct the change rather than telling the client what they need to do. It is about having a conversation about change. Motivational Interviewing is considered to be an evidence-based practice that proves to be successful.
- ☐ Person Centered Planning – a perspective that seeks to listen, discover, and understand the individual. It is a process directed by the person that helps the case manager to learn how the client wants to live and describes what support is needed to help them move toward a life they consider meaningful and productive.
- ☐ Cultural Diversity Oriented Services – provides culturally appropriate support, such as translation services and bilingual staff.
- ☐ Gender Inclusion – recognizes that until gender neutrality is achieved, policies, programs, and language need to be broader to encompass the fluidity of gender expression and orientation versus stereotypes or roles based on the perception of or actual biological sex.
- ☐ Information and housing referrals – helping men learn about and access community services.
- ☐ Employment services – assisting men with obtaining and maintaining employment.
- ☐ Money management – helping men increase their financial stability through budgeting, reducing debt and/or saving money.

Clients from the Men's Service Center represent different segments of the homeless population,

such as: those who are chronically homeless, issues with substance abuse, victims of crime, veterans, elderly, youth, disabled, and/or with mental health issues.

The details of the Coalition's MSC program are:

Housing Stability Case Management Program

1) Target population

The Housing Stability Case Management Program is designed for unaccompanied homeless men who are interested in receiving case management services with an intensive housing-focused approach. The target population includes men who are chronically homeless, military veterans, those with mental health and/or substance abuse issues, victims of crime, men with disabilities, elderly men, youth, and those who are episodically homeless. Case Managers and clients create an individualized case plan that is centered on providing the client with options and choices to suit their specific needs. The "Housing First" approach puts the focus on providing housing at the forefront of needs, and then placing an emphasis on employment, along with accompanying wraparound services, financial education, and creating a community support network for crisis prevention. Recognizing upcoming support needs before they become greater issues is a huge help in avoiding reoccurring, episodic, or chronic homelessness.

2) Needs and barriers to housing

For some homeless men, the greatest barrier to housing will be their habitual state of homelessness. They may have called the street or a shelter their home for an extended period of time, negatively impacting their social and life skills. Additional barriers may include: limited formal education, inadequate job skills, limited employment history, criminal history, lack of stable income, language barriers, medical problems, lack of mainstream benefits, literacy problems, legal problems, lack of transportation, poor credit, eviction history, mental health issues (diagnosed or undiagnosed), and/or issues with substance abuse. We project almost all men participating in the Housing Stability Case Management Program will have two or more of these issues.

3) Evidence-based practices to address needs and barriers

Prioritizing the development of evidence-based practices to aid in ending homelessness is rooted in certain assumptions:

- ☐ We need to understand the complexity of individual experiences. This includes individual factors such as childhood trauma and abuse, intergenerational trauma, family breakdown, and mental health concerns.
- ☐ Structural factors such as lack of affordable housing, the role of the economy, discrimination, etc. must also be considered.
- ☐ People experiencing homelessness are the foremost experts in their experiences and therefore their perspectives are the driving force in the development and implementation of solutions.
- ☐ Research presented by HUD's Homelessness Prevention and Rapid Re-Housing Program Year 2 Study (HPRP, 2011) showed a strong association with the effectiveness of housing stability case management. Rapid re-housing is an important intervention tool designed to quickly connect people to housing and services through three core components: housing identification, rent and move in

assistance, and case management (National Alliance to End Homelessness).

□ The literature also shows that Housing First paired with intensive case management has proven to be the “most effective approach at helping such individuals access and maintain permanent housing.” Nearly half (46%) of the costs of housing first and intensive case management “were offset by reductions in the costs of shelters, ambulatory visits, emergency department visits, and other services” as per Latimer, Rabouin, Cao, et al., in their study “Cost-effectiveness of Housing First Intervention With Intensive Case Management Compared With Treatment as Usual for Homeless Adults With Mental Illness” from the Journal of the American Medical Association, published August 21, 2019.

Men meet with their case managers, who will conduct an initial assessment using the FL 507 Self Sufficiency Matrix. During the process, case managers will work with men to identify clients’ barriers to housing and develop Individual Personalized Plans (IPPs) that detail housing goals and benchmarks in areas such as income (e.g., employment, SSI/SSDI), and financial literacy including budgeting and savings. Case managers will help men implement their IPPs and monitor progress at least every 30 days using the Homeless Management Information System (HMIS). Upon clients’ exit from the program, case managers will perform another assessment using the FL 507 Self Sufficiency Matrix to gauge program impact.

4) Supportive services being provided on-site and through referral

Services offered through the Housing Stability Case Management Program will help men gain the personal and financial stability to find and secure housing. Case management is the core service of the program with a focus on providing housing at the forefront. While working with case managers, the men will identify their barriers to housing. The Case Managers will work with them to develop and implement an Individualized Personalized Plan (IPP) to address the identified barriers. Case Managers may help men obtain essential items (e.g., clothing, hygiene items) or assist with applying for benefits (e.g., SSI/SSDI, Medicaid/Medicare, food stamps, etc.) either directly or through partner referrals. In addition, the Case Managers will help them to develop budgets and provide financial literacy education.

Men in this program will benefit from referrals to off-site services, including: educational programs, job training (including paid job training programs), employment assistance, housing search support, transportation, legal clinics, mental health services, savings programs, outpatient health services, veterans’ assistance, financial literacy awareness, budgeting, vocational rehabilitation, ex-offender employment programs, legal services, criminal records expungement programs, and recovery programs among others as determined by each individual’s IPP. The Housing Stability Case Management Program will equip homeless men to identify their strengths to ultimately overcome their barriers to obtaining or maintaining housing. For some individuals, these barriers have plagued them for decades. Through working closely with their case managers and taking advantage of a myriad of supportive services, men will take the important steps needed to live more independently.

5) Average and maximum program length of stay; program design

The Housing Stability Case Management Program is designed around each individual to develop

a personalized plan. The average length of stay in this program will be from 30 to 90 days. However, this could vary based on the individual's needs and specific circumstances.

6) Eligibility of clients presenting with mental illness at entrance and policy on decompensation and continued program participation

As long as men do not pose a danger to themselves or to others, they will be admitted into this program. Individuals are responsible for their own medical treatment. If a person destabilizes, they will be referred to a hospital or mental healthcare provider. If a person presents a safety/security threat to others, their case will be reviewed before approval of reentry.

7) Outreach

The Coalition shall advance the goals of the CRA and City of Orlando's Homeless Outreach Services program by conducting outreach to unsheltered homeless persons and families in close proximity to their facility or during meal services, when space is available. The program is designed to offer immediate access to shelter and engage the unsheltered homeless in accessing services.

Exhibit “B”

Exhibit “B”

Men’s Service Center Funding Agreement Performance Goals

	Proposed
OVERALL NUMBER SERVED	700
Number of Chronically Homeless Served	
PERFORMANCE GOALS: HOUSING	Target %
Housing Stability Case Management Program	
Housing Measure	
Exited to permanent housing	50%
PERFORMANCE GOALS: INCOME	
Housing Stability Case Management Program	
Persons who maintained or increased their income from all sources at exit	80%
PERFORMANCE GOALS: EMPLOYMENT	
Housing Stability Case Management Program	
Persons who maintained or increased their income through employment at exit	50%
PERFORMANCE GOALS: SELF-SUFFICIENCY MATRIX	
Housing Stability Case Management Program	
Life Skills	80%

Demographics	Outputs
Ethnicity	
Hispanic	
Non-Hispanic	
Race	
Black/African-American	

White	
Asian	
Native American/American Indian	
Pacific Islander	
Multiracial	
Displaced by Natural Disasters When Entered MSC	
Displaced by natural disasters	
Exit Based	
Average Length of Stay	
Where Referred From	
Within Downtown CRA Area	
Non-Housing (street, park, car, bus station, etc.)	
Emergency Shelter	
Transitional Housing program (non-Coalition)	
Psychiatric Facility	
Substance abuse treatment facility	
Hospital	
Jail/Prison	
Domestic Violence situation	
Living with relatives/friends	
Rental Housing	
Other (hotel)	
Referrals for Service	
Number of referrals	
SOAR Applications and Approved	
Number Submitted	
Number approved	
Education and Training	
Number receiving education/training	

**HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM AGREEMENT
BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO AND
SIGHTPLAN, INC.**

THIS AGREEMENT is entered into by and between the **Community Redevelopment Agency of the City of Orlando**, Florida, a body politic and corporate of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32802 (hereinafter referred to as the “CRA”), and **SightPlan, Inc.** (hereinafter referred to as “SightPlan”), a foreign corporation registered under the laws of the State of Florida with a principal address of 618 East South Street, Ste. 620, Orlando, FL 32801 and whose Federal Employer I.D. Number is 46-0656605.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, the Downtown Orlando Community Redevelopment Area Plan (the “Plan”) provides for the CRA to create economic development programs, specifically including a High Wage/High Value Job Creation Program, and provides incentives under such programs; and

WHEREAS, the Plan contains a specific goal of incentivizing job creation in downtown, particularly high wage and sector specific jobs that will support the growth of downtown; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Plan, the CRA established the High Wage/High Value Job Creation Program (the “Program”) in order to encourage targeted industries and targeted headquarters to locate high-value jobs to the Downtown Orlando Community Redevelopment Area (the “Area”); and

WHEREAS, the Program is intended to provide funding incentives for job creation (“Program Incentives”) to qualified companies upon locating additional high-value jobs to a Downtown Orlando location within the Area; and

WHEREAS, the funding shall be contingent upon the number of jobs established and compliance with the terms and conditions of each Program Incentive in which the company is participating; and

WHEREAS, SightPlan is a software company that provides multifamily management and resident service software that is designed to help apartment communities optimize operations; and

WHEREAS, SightPlan is considering leasing an additional 10,000 square feet of office space in Downtown Orlando for its national headquarters; and

WHEREAS, SightPlan is a targeted industry proposing to create high-value job opportunities in the Area (the “Project”); and

WHEREAS, SightPlan anticipates creating 19 new high-value jobs in the Area over a five-year period with an average annual salary of \$85,000.00 which is more than 150% of the average annual private sector wage in Orange County; and

WHEREAS, the CRA proposes to provide SightPlan funds from the High Wage/High Value Job Creation Program for Program Incentives set forth in **Exhibit “B”** in an amount not to exceed Forty-Seven Thousand, Five Hundred Dollars and No Cents (\$47,500.00) to be paid to SightPlan in annual payments, in arrears, beginning in Fiscal Year (FY) 2021-2022 which will be based on SightPlan’s actual job creation; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to award these funds to SightPlan pursuant to this Agreement.

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

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.
2. Incorporation of Premises. The premise of this Agreement is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.
3. Effective Date. This Agreement shall be effective on the date it is last executed by a party hereto, and shall, unless sooner terminated as provided herein, automatically terminate September 30, 2031.
4. Obligations of the CRA:
 - a. The CRA shall appropriate an amount not to exceed the total sum of \$47,500.00 from the High Wage/High Value Job Creation Program for FY’s 2021-2022 through 2024-2025. The CRA shall make annual payments (“Program Payments”) in accordance with the schedule in **Exhibit “B”**, based on the actual number of jobs created as shown in the Annual Report described in section 8 herein, provided SightPlan meets its obligations as set forth in section 5.
 - b. The CRA’s obligations to make the Program Payments shall arise only upon receipt of the following:
 - i. SightPlan’s written request for a Program Payment for the applicable calendar year by March 1 of the following calendar year; and
 - ii. SightPlan’s provision to the CRA of all documents, statements, including the Annual Report as further described in Section 8, and other evidence of completion of the requirements contained in this Agreement and the applicable Program

Incentive(s), as described in **Exhibit “A”**, which is incorporated herein by reference.

- c. Provided the CRA, in its reasonable judgment, has determined that SightPlan has complied with the requirements of this Agreement and the applicable Program Incentive(s), the CRA shall make the appropriate Program Payment within 90 days of receipt of a written request for a Program Payment.
- d. SightPlan expressly understands that the CRA will not accrue obligations for Program Payments for calendar years in which SightPlan fails to provide a written request for payment by March 1 of the following calendar year and acknowledges that failure to submit such request and Annual Report by such date may result in a forfeiture of that year’s Program Payment.

5. Obligations of SightPlan:

- a. SightPlan shall create 19 new jobs over a five-year period, paying an average annual wage of \$85,000.00 not including benefits, in accordance with the schedule set forth in **Exhibit “B”**. The CRA shall pay a prorated portion of the Program Payments referenced in section 4 herein based on the actual number of jobs created as shown in the Annual Report described in section 8 herein.
- b. SightPlan shall maintain its location in the Area and comply with the terms and conditions set forth for each Program Incentive in **Exhibit “A”** in which SightPlan is participating, as listed in **Exhibit “B”**. If SightPlan fails to maintain its location, comply with such terms and conditions, or fails to create the requisite number of jobs, then SightPlan shall receive no Program Payment referenced in section 4 for that particular Program Incentive(s) for that particular year and any remaining year(s).
- c. SightPlan shall comply with all Program requirements, including those related to any additional incentive(s) applied for and the Annual Report, and shall maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement. SightPlan shall notify the CRA of any changes to the number of incented jobs during this maintenance period. SightPlan understands that if it fails to maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement, then SightPlan must reimburse the CRA a prorated portion of the Program Payments based on the actual time period the jobs were in existence.

- d. SightPlan shall occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.

6. Termination.

- a. This Agreement shall terminate on September 30, 2031, unless terminated sooner as provided herein.
- b. If SightPlan breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days written notice, or such additional period as may be reasonably required to cure such breach, the CRA may terminate the whole or any part of this Agreement and may pursue any and all legal remedies available to seek reimbursement of funds already paid.
- c. Before the CRA may exercise its right of termination, the CRA shall provide written notice to SightPlan of SightPlan's breach or default and SightPlan shall have thirty (30) days thereafter, or such additional period as may be reasonably required to cure such breach, within which to cure the breach or default.
- d. 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.

7. Records. SightPlan shall maintain books, records, and other evidence relating to the Project in accordance with generally accepted accounting principles, procedures and practices, which documents the Project in a manner that fulfills the requirements of this Agreement.

8. Extension. SightPlan may request in writing to the CRA to push back the initial year of this Agreement for a one-year period if SightPlan is not able to create the required number of jobs in accordance with **Exhibit "B."** In addition, SightPlan may request in writing to the CRA to push back a future one-year period if SightPlan is not able to comply with the terms of this Agreement due to causes beyond its control as provided in Paragraph 14 herein and the CRA may grant the request at the sole discretion of the Executive Director of the CRA.

9. Annual Report. SightPlan shall submit a completed Annual Report to the CRA in the format provided in **Exhibit "C"** for each applicable calendar year that a Program Payment is due as indicated in **Exhibit "B."** The Annual Report shall be reviewed and certified by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA shall be submitted no later than March 1 of the calendar year following the applicable year that a

payment is due. SightPlan shall not receive Program Payments for calendar years in which SightPlan fails to submit a complete and certified Annual Report by March 1.

10. Audit. SightPlan expressly acknowledges that, during the term of this Agreement, the CRA shall have the right to audit, at its own expense, the books and records from time to time to verify compliance by SightPlan with the terms, conditions, limitations, restrictions and requirements of this Agreement. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the books and records. Any cost incurred by SightPlan as a result of a CRA audit shall be the sole responsibility of and shall be borne by SightPlan.
11. Repayment. SightPlan shall be liable for repayment of any Program Payments dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error.
12. Indemnification. SightPlan shall indemnify and hold harmless the CRA, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from SightPlan's performance or activities as provided herein.
13. Notification of Address Change. SightPlan shall notify the CRA of any changes to the mailing and principal address of any of its offices within ten (10) calendar days of the official address change.
14. 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, hurricanes or wind storms, epidemics, pandemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.
15. 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 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.

16. Miscellaneous.

- a. SightPlan warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.
- b. SightPlan 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. 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.
- e. If either party has to file suit to enforce the terms of this Agreement or pursue reimbursement of funds, the prevailing party shall be entitled to attorney's fees.
- f. Upon execution, this Agreement shall be recorded in the Public Records of Orange County, Florida.

17. 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
 Community Redevelopment Agency

400 South Orange Avenue, 6th Floor
Orlando, FL 32801

Economic Development Department Director
City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, FL 32801

SightPlan: SightPlan, Inc.
Joseph Westlake, President & Registered Agent
Post Office Box 4308
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.

SIGHTPLAN, INC., a foreign corporation,

By: _____
Print Name: _____
Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the _____ of above-mentioned corporation, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of said corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____

Chairman

Print Name: _____

Date: _____

ATTEST: _____

Executive Director

Print Name: _____

Date: _____

APPROVED as to form and legality,
for the use and reliance of the
CRA/City of Orlando, Florida only.
_____, 2021.

Assistant City Attorney
City of Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the Chairman of the Community Redevelopment Agency, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of the Community Redevelopment Agency as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT “A”

HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM

OVERVIEW. It is the City of Orlando’s and the CRA’s intent to attract targeted industries and targeted headquarters with high-wage, high-value jobs to Downtown Orlando by providing the following incentives for the purpose of accomplishing goals such as: Diversifying the local economy, growing high-wage, high-value jobs, and growing targeted industries. Incentives are available for qualified companies that locate high-wage, high-value jobs to a location within the Downtown Orlando Community Redevelopment Area (the “Area”).

1. **Job Creation Incentive** - In recognition of a company’s job creation, the CRA may provide a job creation incentive payment, as long as funds are available, of up to \$2,000 per job created within a five year period to be paid by the CRA to the company annually, in arrears,. The company will be required to maintain these jobs for a ten (10) year period from execution of an incentive agreement with the CRA.
- . The Job Creation Incentive is contingent upon the company having an established minimum number of employees by the end of Year 1 at a Downtown Orlando location within the CRA and retaining a minimum number of employees at the Downtown Orlando location through Year 10. To qualify for the Program’s Job Creation Incentive, the average annual wage must meet one of the following percentages:

Annual Average Wage (AAW)	Per job incentive value of up to
115% of the Orange County or State of Florida AAW	\$750
150% of the Orange County or State of Florida AAW	\$1,500
200% of the Orange County or State of Florida AAW	\$2,000

2. If a company qualifies for the Job Creation Incentive, it may qualify for one or more of the following additional incentives as long as funds are available:

Downtown Living Incentive – An additional incentive of up to \$1,000 per job incented under paragraph 1 herein may be provided to a company having a certain number of employees with a permanent primary residence located within the Area. The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25% in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of residency (i.e. tax record, evidence of a lease agreement, utility bill, etc...) must be provided in accordance with the incentive agreement.

Public Transportation Incentive – An additional incentive up to \$1,000 per incented job under paragraph 1 may be provided to a company which has a certain number of employees who are utilizing a Transportation Spending Account, as defined in the Internal Revenue Code Section 132 and the federal Transportation Equity Act for the 21st Century (“Transportation Spending Account”). The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25 % in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of the employee’s use of a transportation spending account must be provided in accordance with the funding agreement. To qualify for this incentive, each Transportation Spending Account must be funded in an amount of at least \$560 annually.

3. In addition to financial incentives, the CRA may provide successful applicants with assistance in obtaining access to relevant market data, labor force data, and real estate data, in connecting applicants with regional economic development organizations for workforce training, technical assistance, and strategic planning, and in coordinating with respect to permitting processes.
4. The CRA may determine overall incentive recommendations on a case-by-case basis.
5. Cumulative incentives granted to any one company under this Program will not exceed \$4,000 per job.
6. Eligible companies must occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.
7. Eligible companies must sign a written agreement certifying that incented employees will spend at least 50 percent of their working hours in the CRA location.
8. Recipients of the HWHV program funding must submit an annual statement to certify their performance. The annual report must be reviewed and certified by a third-party, Certified Public Accountant (CPA), prior to submittal to the CRA.

EXHIBIT “B”

Payout Schedule for Each Program Incentive

SightPlan, Inc. - Phase In Schedule

High Wage High Value Job Incentive	\$ 1,500.00
Downtown Living Incentive	
Public Transportation Incentive	\$ 1,000.00
Total Incentive Per Job	\$ 2,500.00

High Wage High Value Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	19	0	0	0	0	19
2021/2022	\$ -	\$ 7,125				\$ -	\$ 7,125
2022/2023	\$ -	\$ 7,125	\$ -				\$ 7,125
2023/2024	\$ -	\$ 7,125	\$ -	\$ -			\$ 7,125
2024/2025	\$ -	\$ 7,125	\$ -	\$ -	\$ -		\$ 7,125
2025/2026			\$ -	\$ -	\$ -	\$ -	\$ -
2026/2027			\$ -	\$ -	\$ -	\$ -	\$ -
2027/2028				\$ -	\$ -	\$ -	\$ -
2028/2029					\$ -	\$ -	\$ -
Total							\$ 28,500

Downtown Living Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	0	0	0	0	0	0
2021/2022	\$ -	\$ -				\$ -	\$ -
2022/2023	\$ -	\$ -	\$ -				\$ -
2023/2024	\$ -	\$ -	\$ -	\$ -			\$ -
2024/2025	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
2025/2026			\$ -	\$ -	\$ -	\$ -	\$ -
2026/2027			\$ -	\$ -	\$ -	\$ -	\$ -
2027/2028				\$ -	\$ -	\$ -	\$ -
2028/2029					\$ -	\$ -	\$ -
Total							\$ -

Public Transportation Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	19	0	0	0	0	19
2021/2022	\$ -	\$ 4,750				\$ -	\$ 4,750
2022/2023	\$ -	\$ 4,750	\$ -				\$ 4,750
2023/2024	\$ -	\$ 4,750	\$ -	\$ -			\$ 4,750
2024/2025	\$ -	\$ 4,750	\$ -	\$ -	\$ -		\$ 4,750
2025/2026			\$ -	\$ -	\$ -	\$ -	\$ -
2026/2027			\$ -	\$ -	\$ -	\$ -	\$ -
2027/2028				\$ -	\$ -	\$ -	\$ -
2028/2029					\$ -	\$ -	\$ -
Total							\$ 19,000

Total Potential Incentive \$ 47,500

Overall Potential Payout Schedule					
Fiscal Year	High Wage High Value Job Incentive	Downtown Living Incentive	Public Transportation Job Incentive	Total	
2021/2022	\$ 7,125	\$ -	\$ 4,750	\$ 11,875	
2022/2023	\$ 7,125	\$ -	\$ 4,750	\$ 11,875	
2023/2024	\$ 7,125	\$ -	\$ 4,750	\$ 11,875	
2024/2025	\$ 7,125	\$ -	\$ 4,750	\$ 11,875	
2025/2026	\$ -	\$ -	\$ -	\$ -	
2026/2027	\$ -	\$ -	\$ -	\$ -	
2027/2028	\$ -	\$ -	\$ -	\$ -	
2028/2029	\$ -	\$ -	\$ -	\$ -	
Total				\$ 47,500	

EXHIBIT "C"
ANNUAL REPORT

Date:	
Report Period Start Date:	
Report Period End Date:	
Number of New Jobs Created:	
Average Annual Wage of New Jobs (excluding Benefits):	
Location of New Jobs:	
Number of Maintained Jobs previously reported:	
Average Annual Wage of Jobs previously reported: (excluding Benefits):	
Total Number of Jobs in the Area:	
Average Annual Wage of All Jobs in the Area:	
Total Number of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Working Hours that incented Employees are spending in the Area (must be at least 50%):	

I have reviewed this Report and any pertinent information related thereto, and hereby certify it to be true and correct.

By: _____

Print Name: _____

Title: Certified Public Accountant (CPA)

Name of Accounting Firm or Business: _____

License No. _____

THIRD AMENDED AND RESTATED OPERATIONS AGREEMENT ("LYMMO")

This Third Amended and Restated Operations Agreement (this "Agreement") is made and entered into this _____ day of _____, 2021 by and among the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "CITY"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (hereinafter the "CRA"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes (hereinafter "LYNX").

WITNESSETH

Whereas, the CITY is a municipal corporation; and

Whereas, LYNX is the regional public transportation agency responsible for providing an integrated, efficient and comprehensive public surface transit system in the counties of Orange, Seminole and Osceola, including bus service; and

Whereas, on January 22, 1998, CITY and LYNX entered into an Operations Agreement (LYMMO) (hereinafter referred to as the "Original LYMMO Agreement") which provided for the operation, funding and maintenance of the Original LYMMO system, as hereinafter defined; and

Whereas, the CITY, in conjunction with the CRA, were actively involved in the establishment of the Downtown Orlando Transit Project, also known as LYMMO (and formerly known as OSCAR) (hereinafter referred to as "Original LYMMO"); and

Whereas, the Original LYMMO route is shown in Exhibit "A" attached hereto and made a part hereof by reference (the "Scope of Services"); and

Whereas, the Original LYMMO system is designed and will operate to provide expanded mobility service throughout the downtown Central Business District of the City of Orlando which is located within the area of operation of LYNX and within the CRA; and

Whereas, the CITY has created a Downtown Orlando Transportation Plan to evaluate existing facilities, projects, future demand and identify future transportation enhancements, and which makes specific recommendations based on the analysis of streets, transit, parking, Intelligent Transportation Systems (ITS), traffic signalization, transportation demand management, freight, land use, and the bicycle and pedestrian network; and

Whereas, pursuant to the Downtown Orlando Transportation Plan, the expansion of the Original LYMMO network consisting of the Parramore BRT Project and the Downtown Orlando East/West Circulator New Starts Project (“Expanded LYMMO,” together with the Original LYMMO, “LYMMO”) is a key component of the future multi-modal transportation system to mitigate congestion in Downtown Orlando; and

Whereas, pursuant to the LYMMO North and South LYMMO Alternatives Analysis report, the Original LYMMO corridor includes service to the North Quarter as a key component of the future multi-modal transportation system to mitigate congestion in Downtown Orlando; and

Whereas, the Downtown Orlando Transportation Plan has been incorporated into the CRA’s Downtown Orlando Community Redevelopment Area Plan; and

Whereas, the CITY is fully responsible for improvements and maintenance of the LYMMO roadway, traffic operations/signalization, pedestrian facilities and physical infrastructure, and

Whereas, the CITY and LYNX entered into an Interlocal Agreement executed on July 25, 1994 which specifies in detail the financial, preliminary engineering, design, construction, and management responsibilities of each of the parties thereto pertaining to LYMMO (hereinafter referred to as the “Original Interlocal Agreement”); and

Whereas, the CITY, LYNX and the CRA entered into an Amended and Restated Interlocal Agreement, dated August 15, 2011, as amended (hereinafter referred to as the “Amended and Restated Interlocal Agreement”), relating to a Downtown Orlando Transit Circulator Expansion Alternatives Analysis Study and Subsequent Funding for the Expansion Program; the LYNX Orlando Trail Project; and the Creative Village Moving Parramore Forward Project; and the Downtown Orlando East/West Circulator New Starts Project, which amended and restated the Original Interlocal Agreement; and

Whereas, on March 31, 2014, the CITY, LYNX and the CRA entered into an Amended and Restated Operations Agreement for the operations and maintenance of the existing LYMMO Bus Rapid Transit (BRT) service (Orange Line), and addition on the East/West BRT (Grapefruit Line) and Parramore BRT (Lime Line) services.

Whereas, on April 6, 2015, CITY, LYNX and the CRA entered into the Second Amended and Restated Operations Agreement (LYMMO) which was amended to include the North Quarter extension of the Orange Line.

Whereas, the CITY, CRA and LYNX mutually desire to continue the cooperative relationship whereby LYNX will provide or cause to be provided the operational services associated with LYMMO; and

Whereas, the CITY, CRA and LYNX desire to enter into this Agreement to set forth the terms and conditions of such a continuing cooperative relationship including establishing the duties and responsibilities of each in respect of LYMMO.

Now, therefore, for and in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to as follows:

1. DESCRIPTION OF THE LYMMO PROJECT – The LYMMO Project consists of the Original LYMMO and the Expanded LYMMO.

The Original LYMMO consists of 4.04 miles of an exclusive and mixed use bus thoroughfare through downtown Orlando between the former Orlando Arena site, the North Quarter district and Orlando City Hall. The Original LYMMO construction project includes roadway improvements, traffic signalization, Compressed Natural Gas (referred to as “CNG”) vehicle procurement, CNG facility expansion, streetscape and customer amenities. The Original LYMMO route, as depicted in Figure 2.1 of the Scope of Services comprises a one-way, single-lane loop in the former Centroplex area (along Alexander Place, Hughey Avenue, Garland Avenue, and Amelia Street), two-lanes along Livingston Street and Magnolia Avenue (between Interstate 4 and Church Street), a one-way, single-lane loop at the south end of downtown (along Magnolia Avenue, South Street, Orange Avenue, and Church Street), and an additional northern loop serving the North Quarter district corridor bounded by Magnolia and Orange Avenues on the east and west, and from Livingston Street north to Marks Street. Starting at the Centroplex I Garage, buses operate east on Alexander Place, south on Hughey Avenue, east on Livingston Street, north on Magnolia Avenue, west on Marks Street, south on Orange Avenue, east on Livingston Street, south on Magnolia Avenue, and west on South Street. Returning buses turn north on Orange Avenue in an exclusive contra-flow bus lane, east on Church Street, north on Magnolia Avenue, west on Livingston Street, north on Garland Street, and west on Amelia Street. Hybrid electric, low floor, rubber tired buses currently operate along the route.

The Expanded LYMMO consists of the Parramore BRT Project and the Downtown Orlando East/West Circulator New Starts Project. The Parramore BRT Project consists of a bus rapid transit extension of the Original LYMMO system to serve the Parramore community west of I-4 and the Creative Village future development. See Figure 2.2 of the Scope of Services. The Downtown Orlando East/West Circulator New Starts Project consists of a bus rapid transit extension of the Original LYMMO system to serve the downtown area east and west of I-4 along a corridor bounded by Westmoreland Dr. on the west, Summerlin Ave. on the east, Central Blvd. on the north and Church and South St. on the south. See Figure 2.3 of the Scope of Services. The New Starts Project will serve the Parramore and Thornton Park neighborhoods as well as the downtown SunRail station, the Amway Center and the Dr. Phillips Center for the Performing Arts. Additionally, the project

also utilizes FTA New Starts Funding, which was used to purchase four (4) hybrid electric buses.

2. OPERATIONS STEERING COMMITTEE – The parties acknowledge that an Operations Steering Committee (hereinafter referred to as “OSC”) has been established and will continue to provide oversight and guidance to CITY, CRA and LYNX relative to ongoing operational issues of the Original LYMMO system and will assume such oversight and guidance responsibilities with respect to the Expanded LYMMO system as well, especially during the startup period. Operational issues shall include, though not exclusively, advertising, marketing, hourly rate, customer information systems, routing, fares, maintenance and scheduling/headways related to the LYMMO system. The OSC will consist of three members, with one member each from LYNX, the CITY and the CRA. The OSC will meet at least once every three (3) months or more frequently, if deemed necessary by the OSC, throughout the term of this Agreement.

3. EQUIPMENT AND FACILITIES.

- a. LYMMO BUSES –

- (1). LYNX hereby agrees to use transit vehicles purchased specifically for LYMMO and further agrees to provide any bus or other public transit vehicle owned and operated by LYNX, or owned and operated by some other public or private person or entity and operated by them on behalf of LYNX, as part of LYMMO. LYNX will provide maintenance on the vehicles through its current maintenance facilities. As contemplated by the parties and the Amended and Restated Interlocal Agreement, LYNX has procured transit buses which have been built to specifications unique to LYMMO (such buses being hereinafter referred to as “LYMMO BUSES”).

- (2). LYNX shall be responsible for maintaining, as part of its current Capital Improvement Program, a capital replacement schedule for LYMMO BUSES which shall describe the year of vehicle replacement and funding source. Vehicle replacement shall be treated in the same fashion as any other vehicle under LYNX’s Regional Fleet Replacement Program which is contingent upon eligible funding from a federal, state, or local grant. Minimum replacement criteria under LYNX’s current Regional Fleet Replacement Program is vehicle age of twelve (12) years or Five Hundred Thousand (500,000) operational vehicle miles. The CITY will cooperate and assist with obtaining a local funding match that may be required under a federal or state grant. In the event that eligible funding is unavailable through a federal, state or local grant for vehicle replacement, then the CITY will assist in obtaining funding of such replacement.

Notwithstanding the above, the CITY shall have the option for early vehicle replacement at its own cost prior to the above minimum replacement criteria or modification of the vehicles subject to the availability of total funding by the CITY for such vehicle replacement or vehicle modification.

(3). Procurement for any replacement of LYMMO BUSES shall be conducted by LYNX in cooperation with the CITY in accordance with LYNX's standard procurement policies and procedures.

- b. Upgrade of Current Facilities. LYNX hereby agrees to upgrade current facilities as necessary to service and operate the LYMMO BUSES. LYNX will provide maintenance for any such upgraded facilities.
- c. Passenger Amenities. For purposes of this Agreement and in accordance with the Customer Amenities Manual published by LYNX, "Passenger Amenities" means any passenger shelter, transit sign, specialty paving, system map/fare information, transit vehicle waiting benches (i.e. bus benches), leaning rail, trash receptacle, newspaper stand, landscaping, public telephone, courtesy telephone, lighting, bicycle storage, bus bay, reader board, computer bulletin, drinking fountain, landscaping, streetscape and any other item provided that may be for the use, comfort and convenience of customers using the LYMMO services. LYNX shall be responsible for the acquisition and installation of all Passenger Amenities associated with LYMMO including the costs thereof. Ownership and title to the passenger shelter shall reside with LYNX.
 - (1). The CITY and the CRA will be jointly and severally responsible for the daily maintenance which includes cleaning and sweeping of the Passenger Amenities. Additionally, the CITY and the CRA shall be jointly and severally responsible for light maintenance of the Passenger Amenities which shall be defined as graffiti removal, spot and touchup painting, and landscape maintenance on a daily or as needed basis.
 - (2). LYNX shall be responsible for the heavy maintenance of the Passenger Amenities which shall be defined as parts replenishment, replacement or repair of the Passenger Amenities whichever is necessary. Additionally, LYNX shall be responsible for heavy, overall painting of the Passenger Amenities.
- d. Customer Information Systems. LYNX shall be responsible for the construction, installation and costs associated with Customer Information Systems which shall include, though not exclusively, live surveillance technology and information kiosks which may be located at each passenger shelter and transponders located on the LYMMO

BUSES. LYNX shall be responsible for the administration, operation and maintenance of all Customer Information Systems except that LYNX shall be responsible for on-going maintenance, repair and replacement of the transponders. Content of the Customer Information Systems shall be reviewed and approved by the OSC.

- e. In-Ground Hydraulic Bus Lifts. LYNX hereby agrees to modify its Current In-ground Hydraulic Bus Lifts located at the LYNX Operations and Maintenance base to accommodate the customary and reasonably necessary maintenance of the LYMMO BUSES. Such modifications are necessary due to the low-flooring of the bus. LYNX has procured under a separate contract the necessary modifications to the current In-Ground Hydraulic Bus Lifts.

4. LYMMO SERVICE.

- a. LYNX hereby agrees to provide or cause to be provided by other qualified public transit providers on behalf of LYNX, subject to the approval of the CITY, public transit service through the operation of the LYMMO BUSES in the LYMMO service area in accordance with the Scope of Services which describes the operation, service standards, maintenance and safety of LYMMO by LYNX.
- b. The parties shall mutually agree on the commencement date for the start-up, training and operation of the Expanded LYMMO service.
- c. The CITY, CRA and LYNX may from time to time mutually agree on changes, revisions or amendments to the Scope of Services including the effective date and any appropriate equitable adjustment, if any, to the payments to be made by the CITY or CRA to LYNX as provided in Paragraph 5 below, occasioned by such change, revision or amendment to the Scope of Services.
- d. If such change, revision or amendment to the Scope of Services has the effect of changing the level(s) of service or transfers between LYMMO and other LYNX routes, it shall be approved by LYNX, the CRA, and the CITY before going into effect. The foregoing notwithstanding, LYNX may unilaterally make any changes to the LYMMO service if such changes, in the aggregate, would not result in a greater than 2% increase or decrease in service and service costs in the LYMMO service area (as computed on an annual basis) (the “2% Threshold”). If LYNX desires to make changes to the LYMMO service and such changes would in the aggregate exceed the 2% Threshold it will first seek approval from the CITY and the CRA, which approval shall not be unreasonably withheld or delayed. LYNX may not unilaterally increase

service and service costs under this subparagraph by five percent (5%) in any five (5) year period. Any party may propose changes to the Scope of Services by providing at least ninety (90) days written notice to the other party by mail or personal delivery and, if require by law, to the public. However, the parties agree that a two (2) week notification period shall be sufficient for the scheduling of service associated with special events.

5. CITY and CRA FINANCIAL SUPPORT.

a. Service Costs.

(1.) Original LYMMO Service. In consideration of LYNX operating the Original LYMMO as contemplated by this Agreement, the CITY and the CRA will reimburse LYNX in an amount each month equal to the total operating cost to provide such service. The total operating cost for such service shall be equal to (i) the total number of actual hours of service provided for the Original LYMMO for the month, multiplied by (ii) LYNX's hourly cost (as set forth Exhibit "B" attached hereto and incorporated herein (the "Statement of Costs")), plus (iii) other direct costs not included in LYNX's hourly operating costs such as capital, marketing, and special event costs which the CRA and CITY have agreed to in advance of such expenditure being made. As between the CITY and the CRA, allocation of the funding for the Original LYMMO will occur as follows: CITY shall contribute funds from Centroplex Garages Fund 4130_F, if any, and any other CITY funds deemed available by the CITY for such purpose and CRA shall contribute the remainder of the total operating costs.

(2.) Expanded LYMMO Service. In consideration of LYNX operating the Expanded LYMMO as contemplated by this Agreement, the CITY will reimburse LYNX in an amount each month equal to the total operating cost to provide such service. The total operating cost for such service shall be equal to (i) the total number of actual hours of service provided for the Parramore BRT Project and the Downtown Orlando East/West Circulator New Starts Project for the month, multiplied by (ii) LYNX's hourly cost (as set forth in the Schedule of Costs), plus (iii) other direct costs not included in LYNX's hourly operating costs such as capital, marketing, and special event costs which the CRA and CITY have agreed to in advance of such expenditure being made. Subject to the terms of Paragraph 5(e) below, the parties may enter into an amendment to this Agreement to transfer the CITY's obligation, or any portion thereof, to the CRA. The parties agree that any revenues generated by LYMMO through displays of artwork and advertising shall be collected by LYNX and remitted to the CITY, and the CITY and the CRA agree as between themselves that such revenue shall be

allocated between the CITY and CRA as set forth in subparagraph 7(b)(3) below. Such funds shall be used to pay for the cost of LYMMO service or such other transit costs as the CITY and LYNX may agree from time to time. When depicted as a formula, the monthly payment will be as follows:

$$(\text{Actual Total Operating Hours} \times \text{Hourly Cost}) + \text{Other Direct Costs (if any)} = \text{Monthly Payment}$$

- b. Within fifteen (15) days after the end of each calendar month during the term, in which LYNX operates LYMMO, LYNX shall calculate the monthly payment for the preceding month as well as the number of passengers carried on the LYMMO BUSES. In addition, LYNX shall provide a schedule to the CITY for each LYMMO BUS detailing the hours and miles operated for LYMMO or other service, as approved by the CITY and CRA. LYNX shall report that information to the CITY together with a statement or invoice in the amount of the payment to be made by the CITY or CRA to LYNX. The CITY and CRA will review the information and the invoice and pay LYNX the amount of the invoice within thirty (30) days after its receipt.
- c. In addition to the payments described in subparagraph 5(a) above, the CITY and CRA shall also pay or reimburse LYNX for certain other additional costs not included in the base service payments described in subparagraph 5(a) and caused by any changes to the LYMMO service as may be mutually agreed between the CITY, CRA and LYNX that result in increased or additional costs to LYNX. Such costs will be agreed upon by LYNX, the CRA and the CITY before being incurred, and the CITY and CRA agree to make payment to LYNX within thirty (30) days after receipt of an invoice from LYNX for such costs.
- d. At least 60 days prior to the end of each half-fiscal year (with each fiscal year ending September 30), the parties shall mutually agree to any adjustment to LYNX's costs of operation for the next half-fiscal year. LYNX shall provide the CITY and CRA on a semi-annual basis no later than ninety (90) days prior to the end of each half-fiscal year, with a detailed schedule identifying all costs of operations and an audited financial statement for the previous half-fiscal year. If the parties fail to timely reach an agreement regarding any adjustments to such costs of operation, then the parties shall proceed pursuant to the second and third sentences of subparagraph 6(b) as if the next half-fiscal year were a Renewal Term (as defined below).
- e. CITY and CRA acknowledge that the CRA has identified additional funding of \$750,000 per year to satisfy the obligations under subparagraph 5(a)(2) above through the end of fiscal year 2022 - 2023

(September 30, 2023). Additionally, with the written approval of both the CRA's Executive Director and City's Transportation Department Director, the CRA may also fund an additional \$750,000 to satisfy the obligations under subparagraph 5(a)(2) above for fiscal year 2023-2024. The CITY and CRA therefore agree to negotiate timely and in good faith to resolve the issue of funding the operating costs of Expanded LYMMO after October 1, 2023, which resolution may include financial participation by either the City or the CRA or both the City and the CRA.

6. TERM.

- a. The term of this Agreement shall commence on the date this Agreement is filed in accordance with Paragraph 19 below and continue for a period of three (3) years. The term of this Agreement shall be automatically extended for successive one (1) year periods (each such period, a "Renewal Term") without need for any notices or additional action being taken by any party hereto; provided, however, that the term will not be extended for a Renewal Term if any party notifies the others in writing that it does not desire to extend the term beyond its then scheduled expiration date at least ninety (90) days prior to the expiration of the then current term.
- b. In the event that any party wishes to extend the LYMMO service for an additional term but desires to modify the fare(s), route, or the levels of service during such term, or change the monthly costs payable to LYNX, it must provide written notice to that effect to each other party at least 180 days prior to the expiration of the then current term and the parties must reach an agreement on the proposed modification not later than 90 days prior to the commencement of the Renewal Term. If prior to the termination date of this Agreement or any Renewal Term the parties fail to reach a written agreement setting forth the fare(s), route, levels of service or monthly costs payable to LYNX for the next Renewal Term, then the CITY and the CRA will continue to pay LYNX the monthly installment amounts due under Section 5 above, (the "Post-Termination Payment") and LYNX will continue to pay the City and CRA any applicable advertising revenue under this Agreement and furnish services, in each case, at the levels then in effect until the earliest to occur of the following: (i) LYNX, the CITY and the CRA reach a written agreement setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for the next Renewal Term; (ii) ninety (90) days following that date that the CITY or the CRA, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the LYMMO services provided herein; or (iii) the date that LYNX actually discontinues the LYMMO services as provided below. If the parties fail

to reach an agreement under this subparagraph setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for the next Renewal Term within ninety (90) days after the start of the Renewal Term, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of LYMMO services immediately upon providing the CITY and the CRA with written notice of same.

- c. If, as a result of subparagraph 6(b), the CITY and the CRA make any payments to LYNX for a Renewal Term, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the Renewal Term in the first month following the execution of the written agreement setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for such Renewal Term.

7. LYMMO DESIGN AND GRAPHICS

a. LYMMO GRAPHICS

(1.)LYNX has designed graphics for the LYMMO Visual Image Program (such existing graphics and new graphics for LYMMO, “LYMMO Graphics”). The CITY and CRA shall have the right to approve any new LYMMO graphics. Any new LYMMO Graphics must be unique enough to distinguish LYMMO from Regular LYNX service. However, the parties agree that the LYMMO graphics shall coordinate with the LYNX Visual Image Program.

(2.)LYNX shall establish an annual marketing program for the LYMMO service using the LYMMO Graphics (the “LYMMO Visual Image Program”). The LYMMO Visual Image Program shall be subject to approval by the CITY and CRA. The LYMMO Graphics shall be used on all passenger amenities on the LYMMO route as described in subparagraph 7(a)(1.) above.

(3.)The parties acknowledge that LYNX is the creator of the design for the LYMMO Graphics (including the trademark “LYMMO”) and possesses all intellectual property rights in and to the LYMMO Graphics and all associated goodwill. Therefore the CITY and the CRA agree that LYNX shall retain such intellectual property rights and all intellectual property rights and associated goodwill to any new LYMMO Graphics. LYNX hereby grants a nonexclusive license to the CITY to use the trademark “LYMMO” and the LYMMO Graphics.

(4.)LYNX shall be responsible for preparing the marketing materials to be used for the LYMMO Visual Image Program subject to the approval of the OSC.

(5.)The CITY shall reimburse LYNX for all reasonable costs actually incurred by LYNX for the marketing and advertising activities referenced in subparagraph 7(a)(4.) above. The CITY's above reimbursement obligations are contingent on LYNX obtaining the CITY's prior approval of marketing and advertising strategies related to the applicable costs.

b. BUS EXTERIOR DESIGN AND FINISH.

(1.)LYNX shall design and finish the LYMMO BUSES in a manner which implements the LYMMO Visual Image Program and utilizes the LYMMO Graphics.

(2.)Subject to the CITY or CRA's prior approval of the design, preparation and finish specifications, the CITY or CRA shall reimburse LYNX for all costs associated with the bus exterior design, preparation and finish which are not compensated for in subparagraph 7(b)(3.) below.

(3.)The parties may anytime during the term of this Agreement mutually agree that LYNX may enter into separate contracts with companies, firms or persons for the use of the exterior of the LYMMO BUSES for advertising purposes in accordance with the rules and policies for such advertising established by LYNX, with such rules and policies for such LYMMO BUSES subject to the approval of the CITY. All revenues derived from such advertising shall be remitted to the CITY and allocated as described in subparagraph 7(b)(3), above. The CITY and CRA agree that the remitted funds will be allocated between the CITY and CRA based on the ratio of the operating cost of the Original LYMMO to the operating cost of the Expanded LYMMO. The allocation for each system shall be disbursed to the entity funding the operation of that system. For example, if the CRA funds the operating cost of the Original LYMMO then the CRA will be entitled to the above-described revenue allocation for the Original LYMMO.

c. BUS INTERIOR ADVERTISING.

The parties agree that LYNX may enter into separate contracts with companies, firms, or persons for the use of the interior of the LYMMO BUSES for advertising purposes in accordance with the rules and policies for such advertising established by LYNX and approved by the

CITY. All revenues derived from such advertising shall be remitted to the CITY and allocated as described in subparagraph 7(b)(3), above.

d. CUSTOMER INFORMATION KIOSKS.

The parties agree that LYNX may enter into separate contracts with companies, firms, or persons for the use of Customer Information Kiosks for advertising purposes in accordance with the rules and policies for such advertising established by LYNX and subject to approval of the CITY and CRA. All revenues derived from such advertising shall be remitted to the CITY and CRA and allocated as described in subparagraph 7(b)(3.), above.

8. SIGNALIZATION/TRAFFIC CONTROL. LYNX shall, at its sole cost, be responsible for the procurement and installation of all signalization and traffic control associated with the LYMMO system. The CITY shall, at its cost, be responsible for the operation and maintenance of all signalization and traffic control associated with the LYMMO system.

9. STREETSCAPE. LYNX shall, at its sole cost, initiate, continue and support required construction, landscaping and installation of all streetscape improvements associated with the LYMMO stations and stops. The streetscape shall not interfere with safe and timely operation of the LYMMO system service.

10. OFFICE SPACE. The CITY shall continue to provide a supervisory booth to LYNX for its personnel as is currently being provided in the Centroplex I Garage at no cost to LYNX, which shall include access to the Customer Information Systems reference in subparagraph 3(d) above allowing LYNX personnel to monitor the LYMMO service and administration of computerized messages and data. If necessary for any reason, the CITY reserves the right to relocate the supervisory booth to a location that is convenient for operation of LYMMO and which has amenities that are similar to the Centroplex I Garage site.

11. INSURANCE.

a. LYNX represents and warrants that it currently has and will maintain a risk management program, including a self-insurance program for LYNX's operations and that the cost of such risk management program and self-insurance is included in LYNX's monthly cost of service specified in the Schedule of Costs. Before commencing operations as contemplated by this Agreement, LYNX shall mail to the CITY Certificates of Insurance for the LYMMO BUSES satisfactory to the CITY from each insurance company evidencing that such insurance is in force. The Certificates shall state the policy number, dates of expiration and limits of liability thereunder.

- b. The CITY represents and warrants to LYNX that it currently has and will maintain a risk management program, including a self-insurance program. Before commencing operations as contemplated by this Agreement, the CITY shall mail to LYNX Certificates of Insurance satisfactory to LYNX from each insurance company evidencing that such insurance is in force. The Certificates shall state the policy number, dates of expiration and limits of liability thereunder.

12. NO WAIVER OF SOVEREIGN IMMUNITY. The Parties are aware and understand that each other party is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement or in the relationship between the parties hereunder shall in any way whatsoever constitute any waiver by any party of its rights to invoke sovereign immunity as a governmental entity.

13. INDEMNIFICATION BY THIRD PARTIES. On and after the effective date of this Agreement, the LYNX shall require all third party vendors providing any goods or services related to the LYMMO system to defend, indemnify, and hold harmless the CITY, CRA and the LYNX, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the “Indemnitees” and individually as the “Indemnitee”) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, “Damages”) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party’s performance of any work (or failure to perform any obligation or duty associated with such work) associated with LYMMO, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Except as otherwise provided in this Agreement, nothing contained in this section shall constitute or be construed to mean or result in any indemnification of any matter by the CITY or LYNX to any other party, nor shall it constitute a waiver by the CITY or LYNX of its grants and privileges under the principles of sovereign immunity, including the limitations on liability contained therein. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or other operation of law.

14. THIRD PARTY INSURANCE. On and after the effective date of this Agreement, LYNX shall require all third party vendors providing any goods or services related

to the LYMMO system to provide and maintain insurance in accordance with the insurance coverage standards of the CITY, CRA and LYNX for such third party goods and services providers. The respective policy or policies must name the CITY, CRA and LYNX as an additional insured. Nothing contained herein shall require the CITY, CRA or LYNX to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the CITY and LYNX as “additional insureds” on any insurance policy shall constitute a waiver by the CITY, LYNX or the CRA of its grants and privileges under the principles of sovereign immunity, including the limitations of liability contained therein.

15. NO PERSONAL LIABILITY. No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the CITY, CRA or LYNX in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the CITY, CRA or LYNX hereunder.
16. NO JOINT VENTURE OR AGENCY. Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the CITY or CRA as a joint adventurer or partner, team member, contractor, agent or assign of LYNX. The CITY and CRA represent and warrant that they cannot create any obligation or responsibility on behalf of LYNX, nor bind LYNX in any manner. LYNX represents and warrants that it cannot create any obligation or responsibility on behalf of the CITY or CRA, nor bind the CITY or CRA in any manner. Each party hereto is acting on its own behalf, and has made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the CITY, CRA and LYNX, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as separate and independent entities and not as agents of the other party hereto.
17. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes and replaces all prior discussions, understandings and agreements between the parties relating to such matters provided, however, that this Agreement shall not replace nor supersede the Amended and Restated Interlocal Agreement and Trademark License Agreement, which shall remain in full force and effect between the parties. The above-referenced agreements shall be construed and interpreted together as if in one document, but in the event of any conflict or inconsistency between them, the terms of this Agreement shall control. For the avoidance of doubt, this Agreement amends and restates the Original LYMMO Agreement in its entirety.
18. 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 are adopted.
- b. The location for the 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.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

19. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only among the CITY, the CRA and LYNX, and inure to the benefit of successors or assigns of the parties. Any assignment of any party's duties or responsibilities under this Agreement, in whole or in part, is subject to the prior approval of the other party.

20. **NOTICES.** All notices, consents, approvals, waivers and deletions which a party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed, first-class postage affixed, addressed as follows:

CITY: City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Attn: Director of Economic Development

With a copy to:

City of Orlando
City Attorney's Office
400 South Orange Avenue
Orlando, FL 32801

CRA: Community Redevelopment Agency of the City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Attn: Executive Director

LYNX: Central Florida Regional Transportation Authority
455 N. Garland Ave.
Orlando, FL 32801
Attn: Executive Director

21. **AUDIT AND RECORD KEEPING PROCEDURES.** LYNX shall keep and maintain accurate records of all costs associated with the performance of this Agreement and shall keep such records open for the inspection or audit by the CITY or CRA at reasonable hours during the entire term of this Agreement, plus three (3) years after the expiration or termination of this Agreement or such other term as may be specified by the Federal Transit Administration or the Florida Department of Transportation. If any litigation, claim or audit is commenced prior to the expiration of the term of this Agreement and extends beyond such term, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the CITY or CRA shall have access to and the right to examine any of LYNX's records associated with LYMMO.
22. **FILING OF AGREEMENT.** This Agreement shall be filed by LYNX with the Clerk of the Circuit Court of Orange County, Florida, in accordance with Section 163.01 (11), Florida Statutes. This Agreement is intended by the parties hereto and shall be considered to be an Interlocal agreement such as that described in Section 163.01 (11), Florida Statutes.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first written above.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

ATTEST:

By:_____

Approved as to Form:

This Contract is approved as to form only
for execution by LYNX and this approval
is not to be relied upon by the Contractor
for any purpose.

AKERMAN LLP

By:_____

Name:_____

Title: LYNX General Counsel

ATTEST:

CITY OF ORLANDO

City Clerk

By:_____
Mayor / Pro Tem

APPROVED AS TO FORM AND
LEGALITY

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

By:_____
Chief Assistant City Attorney,
Orlando, Florida

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF ORLANDO,
FLORIDA

By:_____
Buddy Dyer, as its Chairman

ATTEST:

By:_____
Thomas Chatmon, as its
Executive Director

Community Redevelopment Agency (CRA) Sidewalk Café Incentive Program

Purpose:

The Downtown Orlando Community Redevelopment Area Plan (DTOutlook) emphasizes the need for the CRA to pursue opportunities to enhance outdoor dining and furnishings and pedestrian oriented streetscapes. Additionally, the Plan calls on the CRA to encourage the retention and continued operation of existing businesses. This program is designed to encourage downtown businesses to enhance their outdoor sidewalk café spaces to promote a lively, vibrant and consistent streetscape.

The Sidewalk Café Incentive (S.C.I.) Program offers financial assistance to qualified property owners or tenants seeking to make outdoor sidewalk café improvements. Sidewalk cafés bring a vibrancy to our community and provide a welcoming place for people to meet, relax and dine. Encouraging downtown properties to add or enhance their sidewalk cafés will be beneficial to citizens and attract more people to downtown Orlando.

Grant Structure:

The CRA will oversee the S.C.I. Program. Businesses with valid sidewalk café permits from the City of Orlando which are located within the CRA shall be eligible for funding to purchase and install sidewalk café improvements. The CRA will assist up to \$5,000 or 50% of the total cost of eligible products, whichever is less.

Funding is based on budget availability and will be considered on a “first come, first served” basis. The filing of an application does not guarantee funding. Additionally, no grants will be awarded retroactively, which means that funding will not be awarded for eligible products purchased before the application date.

Successful grantees will acquire and install the eligible sidewalk café improvements. The contractor(s) used by the grantees must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Applications will be reviewed for completeness and compliance with program requirements. Projects that do not comply with the program requirements and conditions will not be eligible for funding. An authorized corporate officer or partner(s) of the applicant’s business must sign the application, in addition to the property owner(s), if the applicant is a tenant.

In order to ensure that funds are available, eligible products must be purchased within one (1) year of the effective date of the funding agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (e.g., contractor delays, acts of God, etc.). All grant funds shall be issued to the grantee on a reimbursement basis only. Additionally, the applicant may need to secure permission from the City for the installation of eligible products.

Grant Application Requirements:

Applications for grants shall meet the criteria outlined below:

1. Properties must be located within the Downtown CRA (see exhibit C).
2. S.C.I. Program grants shall only be awarded for properties that contribute to the CRA through the payment of ad valorem taxes.
3. All proposed improvements must meet the requirements of the Appearance Review Board

(ARB) or, if a landmark property or located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of a S.C.I. Program grant.

4. Applicants must have a valid sidewalk café permit from the City of Orlando.
5. Successful applicants must enter into a Funding/Grant Agreement with the CRA.

Use of Incentive Funds and Requirements:

The items listed below and meeting the requirements listed below are eligible for funding under the S.C.I. Program (“Allowable Improvements”). Applicants may not request funding to be used towards other sidewalk café items that are not listed below to be approved for funding.

1. **Partitions/Barriers**

The Partitions/Barriers must include the following requirements but not limited to:

- a. Must be able to take down easily and durable
- b. Must be resistant to scratches and fading
- c. Must be metal material and weather-resistant
- d. Must be black
- e. Must have a Chippendale pattern as shown on exhibit A

2. **Sidewalk Café Furniture**

The Sidewalk Café Furniture (tables, chairs, umbrellas, and umbrella stands) must include the following requirements but not limited to:

- a. Must be moveable and designed for the outdoors
- b. Must be commercial grade, sturdy, weatherproof and durable material
- c. Must be black

3. **Trash Receptacles**

The Trash Receptacles must include the following requirements but not limited to:

- a. Must be moveable and designed for the outdoors
- b. Must be commercial grade, sturdy, weatherproof and durable material
- c. Must be black

4. **Portable Heaters**

The Portable Heaters must include the following requirements but not limited to:

- a. Must be moveable and designed for the outdoors
- b. Must be commercial grade, sturdy, weatherproof and durable material
- c. Must be black

5. **Decorative Planters**

The Planters must include the following requirements but not limited to:

- a. Must be moveable and designed for the outdoors
- b. Must be commercial grade, sturdy, weatherproof and durable material
- c. Must be black
- d. Must be located within the frontage zone as shown on exhibit B

6. Fabrication Costs and Fees

Fabrication Costs and Fees for the installation of Allowable Improvements are eligible under the program, including the following:

- a. Design Costs
- b. Labor Costs
- c. Material Costs
- d. Fabrication Costs
- e. Permitting Fees

Receipt of funding under the Sidewalk Café Incentive Program shall not affect eligibility for other City of CRA programs, including the Downtown Commercial and Residential Building Improvement Program to make additional improvements not qualified under this program.

Disbursements:

Funds will be disbursed by check payable to the grantee upon (1) upon certification of completion of the Allowable Improvements (2) upon verification by the S.C.I. Program Coordinator that the work was completed as proposed in a satisfactory and professional manner and (3) provision of receipts for payment for such Allowable Improvements and lien releases from any contractors. Funds will not be disbursed on projects that are not in accordance with the approved plans. All grant funds shall be issued to the grantee on a reimbursement basis only.

Funding:

The Executive Director of the CRA, by virtue of these guidelines, has the authority to approve and sign funding agreements on behalf of the CRA for assistance totaling \$5,000 or less. The Executive Director, at his or her discretion, may present any and all funding agreements to the CRA for approval. Such funding is subject to funding availability in any given fiscal year. The CRA may, from time to time at its discretion, establish annual funding for the program.

Disclosure:

The CRA expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines, or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Exhibit A
Chippendale Pattern

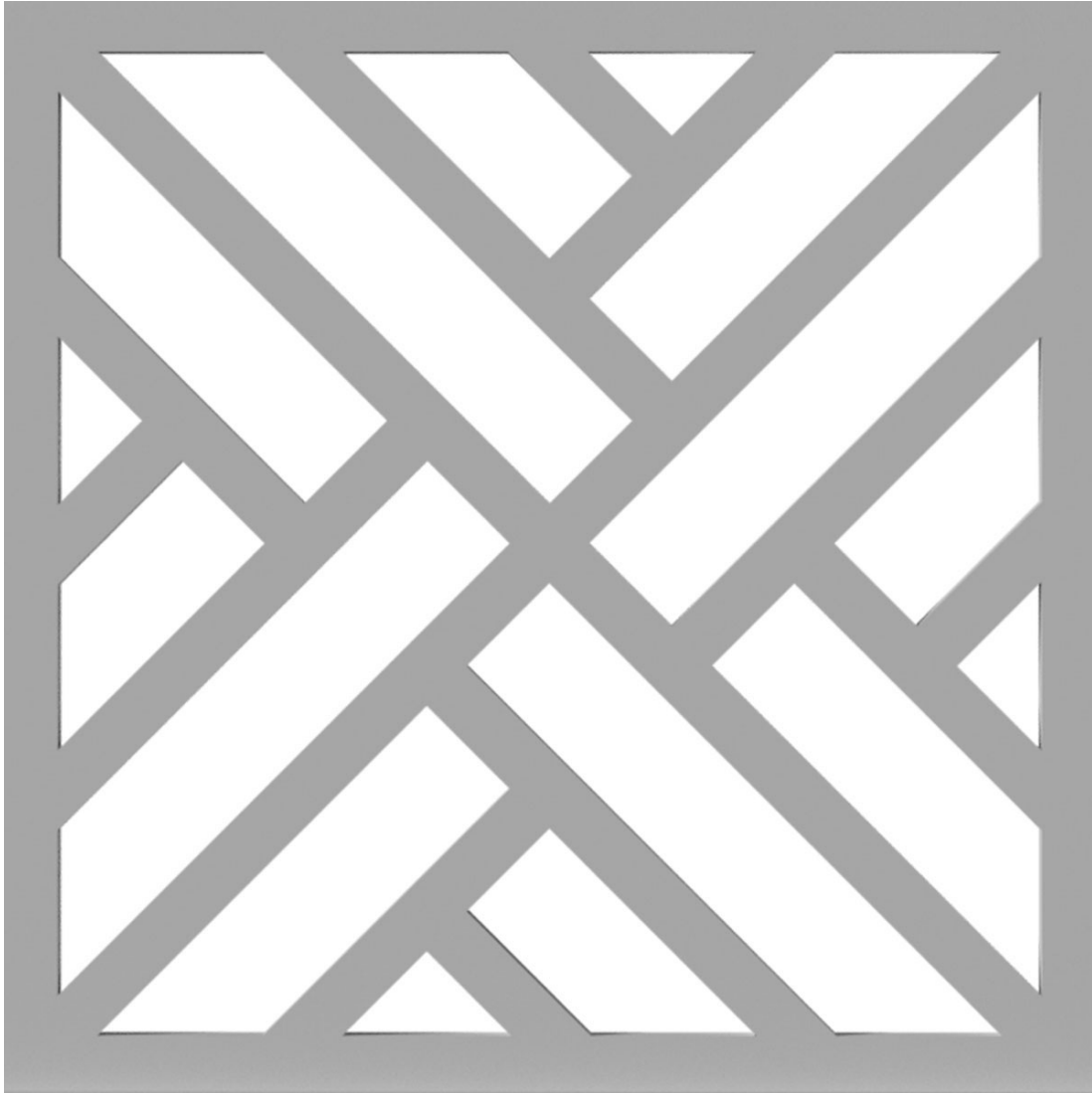


Exhibit B
Street Diagram

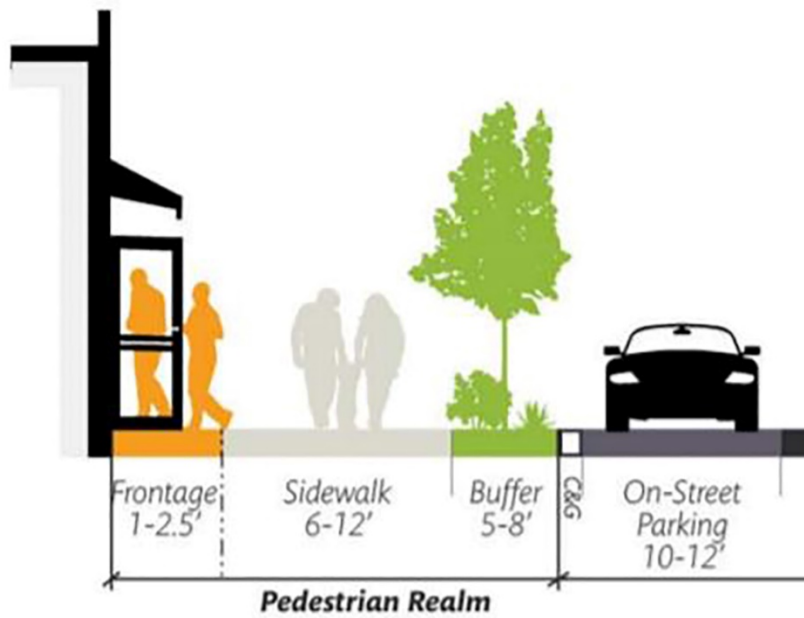


Exhibit C Program Map

