

# CITY OF ORLANDO COUNCIL AGENDA ITEM

CRA #6  
(4-6)

**Items Types:**

Community Redevelopment Agency (CRA)

**For Meeting of:**

October 5, 2020

**District:** 3,4,5**From:****Contract ID:****Document Number:****Exhibits:** Yes**On File (City Clerk) :** Yes**Draft Only:** No**Grant Received by City?:** No**Subject:**

Budget Amendment One Fiscal Year 2019-2020

**Summary:**

The CRA is seeking approval to transfer funds between projects in the FY 2019-2020 budget. The funds would be transferred from the Project DTO project to the High Wage/High Value (Business Retention) project to fund business retention programs (including but not limited to the Small Business Rental Assistance Program and the Retail Stimulus Program.


**Fiscal & Efficiency Data:** Attached.**Recommended Action:**

Approval of the Community Redevelopment Budget Amendment One and Budget Resolution One, amending the 2019-2020 Community Redevelopment Agency budget as stated in the resolution.

Agenda Item attachment(s) on file in the City Clerks Office.

**Note:** *All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.*

**Contact:** Tiffany Stephens - ext. 2608**Approved By:****Department****Date and Time****ATTACHMENTS:**

| Name:   | Description:                               | Type:           |
|---|--|-----------------|
|  <a href="#">CRA Budget Amendment Resolution One 2019-20.pdf</a> | Budget Amendment One Fiscal Year 2019-2020 | Backup Material |

***"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."***

City Council Meeting: 10-5-2020

Item: 4-6 Documentary: 201005406

**BUDGET RESOLUTION ONE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; RECOGNIZING ADDITIONAL REVENUE, APPROVING ALLOCATION OF FUNDING FOR SPECIFIC PROJECTS AND LINE ITEMS; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on September 16, 2019, the Community Redevelopment Agency ("CRA") approved, by resolution, a budget for Fiscal year 2019-2020; and

WHEREAS, during this Fiscal Year 2019-2020, the CRA desires to re-allocate funds to be used for specific projects and purposes; and

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

SECTION 1: The Community Redevelopment Agency does hereby amend its budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, to include the changes specified on Exhibit "A".

SECTION 2: This budget amendment is adopted in accordance with Section 189.418, Florida Statutes (2019).

SECTION 3: The budget for Fiscal Year 2019-2020 adopted by the Community Redevelopment Agency on September 16, 2019 shall otherwise remain in full effect as shall the terms of the resolution adopting such budget.

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

ADOPTED at a regular meeting of the Community Redevelopment Agency this 5<sup>th</sup> day of October, 2020.

ATTEST:

By:   
Executive Director

CITY OF ORLANDO COMMUNITY  
REDEVELOPMENT AGENCY

By:   
Chairman

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


  
September 23, 2020  
Assistant City Attorney

Exhibit "A"

Community Redevelopment Agency – Downtown Area Operating  
Fund 1250

**Budgetary Changes**

**Revenues**

No Change in Total Revenues

**Appropriations**

No Change in Total Appropriations

**Project and Grant Appropriations Within Total**

|                           |               |
|---------------------------|---------------|
| CRA Operating Fund        | \$0           |
| DTO Implementation        | (\$2,000,000) |
| High Wage/High Value Jobs | \$2,000,000   |





### Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

**Description:** The CRA is seeking approval to transfer funds between projects in the FY 2019-2020 budget. The funds would be transferred from the Project DTO project to the Business Retention (formerly High Wage/High Value) project to fund business retention programs (including but not limited to the Small Business Rental Assistance Program and the Retail Stimulus Program). Staff seeks approval of the Community Redevelopment Budget Amendment One and Budget Resolution One, amending the 2019-2020 Community Redevelopment Agency budget as stated in the resolution.

### Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

|                     | Current Fiscal Year<br>Cost Estimate | Estimated Annualized<br>Cost Thereafter |
|---------------------|--------------------------------------|---|
| Personnel           | \$0                                  | \$0                                     |
| Operating/Capital   | \$2,000,000                          | \$0                                     |
| <b>Total Amount</b> | <b>\$2,000,000</b>                   | <b>\$0</b>                              |

Comments (optional): (enter text here)

### Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

### Funding

Expenses/Revenues will be recorded to:

|                           | Source #1   | Source #2                | Source #3                |
|---------------------------|-------------|--------------------------|--------------------------|
| Fund                      | 1250 F      | <u>(enter text here)</u> | <u>(enter text here)</u> |
| Department /Division      | EDV/CRA     | <u>(enter text here)</u> | <u>(enter text here)</u> |
| Cost Center/Project/Grant | CRA0017 P   | <u>(enter text here)</u> | <u>(enter text here)</u> |
| Total Amount              | \$2,000,000 | \$0                      | \$0                      |

# CITY OF ORLANDO COUNCIL AGENDA ITEM

CRA #3  
(4-3)**Items Types:**

Community Redevelopment Agency (CRA) September 8, 2020

**District:** 3,4,5**Contract ID:****Exhibits:** Yes**Grant Received by City?:** No**For Meeting of:**

September 8, 2020

**From:****Document Number:****On File (City Clerk) :** Yes**Draft Only:** No**Subject:**

Fiscal Year 2020-2021 Community Redevelopment Agency Budget and Budget Resolution

**Summary:**

Staff is requesting CRA adoption of the proposed 2020-2021 Community Redevelopment Agency Budget and Budget Resolution.

**Fiscal & Efficiency Data:** None.**Recommended Action:**

Adoption of the Fiscal Year 2020-2021 Community Redevelopment Agency Budget and Budget Resolution and authorization for the Chairman and Executive Director to execute the Budget Resolution.

Agenda Item attachment(s) on file in the City Clerks Office.

**Note:** All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.**Contact:** Tiffany Stephens - 407-246-2608**Approved By:****Department**

Real Estate and Finance Attorney

Budget Outside Routing Approval

City Clerk

**Date and Time**

8/26/2020 4:39 PM

8/27/2020 12:17 PM

8/27/2020 12:50 PM

**ATTACHMENTS:**

| Name:   | Description:                  | Type:           |
|---|-------------------------------|-----------------|
| <a href="#">D<br/>CRA Resolution for Budget 2020-<br/>2021 CRAAB workshop version.pdf</a> | FY20-21 CRA Budget Resolution | Backup Material |

**"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."**

City Council Meeting: 9-8-2020  
Item: 4-3 Documentary: 200908403

**A RESOLUTION OF THE CITY OF ORLANDO COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; MAKING FINDINGS; AUTHORIZING AMENDMENTS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Executive Director of the City of Orlando Community Redevelopment Agency (the "CRA") has submitted a budget for the CRA's Fiscal Year beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, the budget includes the estimated expenditures necessary to carry out the functions of the CRA for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021; and

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

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

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

SECTION 1: The City of Orlando Community Redevelopment Agency does hereby adopt, confirm and approve the budget attached hereto as Exhibit "A" as the budget for the CRA for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

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

- (a) The budget adopted in Section 1 has been prepared in accordance with generally accepted accounting principles; and
- (b) The estimated revenues to be received by the CRA during the Fiscal Year beginning October 1, 2020, and ending September 30, 2021 from all sources, including increment revenue and any amounts carried over from prior fiscal years, equals the total of appropriations for expenditures and reserves in the budget during said period; and
- (c) The budget, as such budget may be amended from time to time, will govern expenditures of the CRA and no expenditures shall be made nor contracts for expenditures be entered into except in pursuance of budgeted appropriations;
- (d) The budget is adopted in accordance with Section 189.016, Florida Statutes (2020).

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

Exhibit "A"  
FY 2020/2021 Proposed Budget  
Revenue and Appropriations Summary

Community Redevelopment Agency - Downtown Area Operating  
Fund 1250

**Revenues**

|                       |                     |
|-----------------------|---------------------|
| Charges for Services  | \$20,000            |
| Other Revenues        | 332,717             |
| Transfers In          | 26,009,027          |
| <u>Total Revenues</u> | <u>\$26,361,744</u> |

**Appropriations**

|                             |                     |
|-----------------------------|---------------------|
| <u>CRA Operating Fund</u>   | <u>\$26,361,744</u> |
| Economic Development        | 26,361,744          |
| <u>Total Appropriations</u> | <u>\$26,361,744</u> |

**Project and Grant Appropriations within Total**

|                                       |                     |
|---------------------------------------|---------------------|
| <u>CRA Operating Fund</u>             | <u>\$19,148,595</u> |
| Business Recruitment & Retention      | 650,000             |
| Parramore Housing Initiative          | 1,500,000           |
| M/W Entrepreneur Business Assistance  | 50,000              |
| Lake Eola CRA                         | 1,000,000           |
| Downtown Lighting                     | 500,000             |
| Streetscape Matching - CRA            | 300,000             |
| Facade Grant Program                  | 490,000             |
| Downtown Capital Maintenance & Safety | 2,423,649           |
| Streetscape Improvements              | 500,000             |
| Under I Design                        | 2,000,000           |
| Venues and Open Spaces                | 1,500,000           |
| Real Estate – CRA                     | 2,500,000           |
| Transportation Access & Connectivity  | 4,247,946           |
| Community Outreach                    | 1,200,650           |
| Arts & Culture                        | 286,350             |

Community Redevelopment Agency - Downtown Area Trust  
Fund 1251

**Revenues**

|                   |              |
|-------------------|--------------|
| Intergovernmental | \$41,495,136 |
|-------------------|--------------|

|                       |                     |
|-----------------------|---------------------|
| <u>Total Revenues</u> | <u>\$41,495,136</u> |
|-----------------------|---------------------|

**Appropriations**

|                       |                     |
|-----------------------|---------------------|
| <u>CRA Trust Fund</u> | <u>\$41,495,136</u> |
|-----------------------|---------------------|

|                      |            |
|----------------------|------------|
| Economic Development | 41,495,136 |
|----------------------|------------|

|                             |                     |
|-----------------------------|---------------------|
| <u>Total Appropriations</u> | <u>\$41,495,136</u> |
|-----------------------------|---------------------|



Community Redevelopment Agency - Conroy Road Area  
Fund 1252

**Revenues**

Intergovernmental \$8,714,313

Total Revenues \$8,714,313

**Appropriations**

CRA Trust Fund \$8,714,313

Economic Development 8,714,313

Total Appropriations \$8,714,313

Community Redevelopment Agency - Republic Drive Area  
Fund 1253

**Revenues**

Intergovernmental \$22,386,893

Total Revenues \$22,386,893

**Appropriations**

CRA Trust Fund \$22,386,893

Economic Development 22,386,893

Total Appropriations \$22,386,893

subject to the direction of the CRA, is hereby authorized and directed, as needed, to increase the corresponding line item appropriations in the budget to the extent of those purchase orders which shall have been issued prior to September 30, 2020, but shall not have been filled prior to that date, and is authorized and directed to pay all such purchase orders upon receipt of the goods or services therein specified from the funds so appropriated. The CFO is hereby further authorized and directed to increase the appropriate budget line items to include any unexpended balances as of the end of business on September 30, 2020 from state, federal or other grants that were previously authorized by the CRA, and to include any unexpended balances from the prior fiscal year's budget, as amended whether or not encumbered, outstanding in projects as of the end of business on September 30, 2020 and all such balances shall be appropriated to the corresponding accounts in the same funds in which they were outstanding as of September 30, 2020; and the CFO shall be authorized to expend such appropriations for the purposes approved by the CRA in connection with such state, federal or other grants, and projects. Corresponding changes in the anticipated revenue accounts are hereby authorized.


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

SECTION 5: Any changes to the budget made by the CFO, other than correction of errors, shall be reported to the CRA Executive Director on at least a quarterly basis. Any amendments to the budget shall be made in accordance with Section 189.016(6), Florida Statutes (2020).

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

ADOPTED at a regular meeting of and by the City of Orlando Community Redevelopment Agency this 8<sup>th</sup> day of September, 2020.

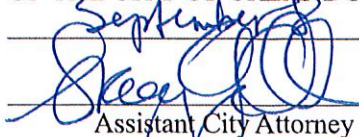
ATTEST:

By:   
Executive Director

CITY OF ORLANDO COMMUNITY  
REDEVELOPMENT AGENCY

By:   
Chairman

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

  
Assistant City Attorney

# CITY OF ORLANDO COUNCIL AGENDA ITEM

C - 11

**Items Types:**

Economic Development

**District:** 3,4,5**Contract ID:****Exhibits:** Yes**Grant Received by City?:** No**For Meeting of:**

September 21, 2020

**From:****Document Number:****On File (City Clerk) :** Yes**Draft Only:** No**Subject:**

City Services Agreement Between the City of Orlando and Community Redevelopment Agency

**Summary:**

The City Services Agreement outlines the terms under which the City will provide administrative and professional support to the CRA in its implementation of the Community Redevelopment Plan. The FY2020-2021 amount is \$873,239

**Fiscal & Efficiency Data:** Attached.**Recommended Action:**

Approval of the attached City Services Agreement for FY 2020-2021 between the City of Orlando and the Community Redevelopment Agency, and authorization for the Mayor/Mayor Pro tem and City Clerk to execute the Agreement, subject to review and approval by the City Attorney's Office

Agenda Item attachment(s) on file in the City Clerks Office.

**Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.**

**Contact:** Ashley Edwards 407-246-2558**Approved By:****Department**

Real Estate and Finance Attorney  
Budget Outside Routing Approval  
City Clerk

**Date and Time**

9/10/2020 4:44 PM  
9/11/2020 8:43 AM  
9/11/2020 8:55 AM

**ATTACHMENTS:**

| Name:  | Description:                       | Type:           |
|--|------------------------------------|-----------------|
| <input type="checkbox"/> <a href="#">CRA.City Services Agreement 2020-2021 CRAAB Version.pdf</a> | City Services Agreement - City_CRA | Backup Material |
| <input type="checkbox"/> <a href="#">Fiscal Impact Statement - City Services CRA FY20-21.pdf</a> | Fiscal Impact Statement            | Backup Material |

***"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."***



## SERVICES AGREEMENT-CITY/CRA

THIS AGREEMENT, effective as of October 1, 2020, is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as "CITY" or "the CITY") and the Community Redevelopment Agency for the City of Orlando, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as "CRA").

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

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

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

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

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

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

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

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

### ARTICLE 1

#### PREAMBLE

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



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

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

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

## ARTICLE 2

### SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3

#### METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. In consideration of providing the services described in Section 2.1 hereof by the CITY commencing from October 1, 2020, the CRA will compensate the CITY, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes the amount set forth in the City of Orlando, Florida Full Cost Allocation Plan issued Summer 2020 as consideration for services provided to the CRA during fiscal year 2020-2021 by the CITY, estimated to be eight hundred seventy three thousand two hundred thirty nine dollars (\$873,239.00). In consideration of providing the services described in Section 2.2 hereof by the CITY, the CRA shall pay fees for work performed as billed on an hourly basis and in an amount agreed to by the Executive Director of the CRA and the Department Director responsible for oversight of such service as stated in Section 2.2 above.

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

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

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

shall reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved CRA budget for payment to CITY shall be paid by the CRA prior to September 30, 2021, the end of fiscal year 2020-2021. Payments for work performed on an hourly basis pursuant to Section 2.2 hereof shall be paid within 30 days of receipt of a proper invoice.

#### ARTICLE 4

#### MISCELLANEOUS

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

#### 4.2 Term and Termination.

4.2.1 This Agreement shall take effect October 1, 2020, and shall continue in effect through September 30, 2021, unless either party seeks to renegotiate or terminate this Agreement prior to said expiration date.

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

4.3 Records. CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

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

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

#### 4.6 Assignments and Amendments.

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

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

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

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

With a copy to:

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

CRA: Community Redevelopment Agency for the  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32801  
Attention: Executive Director

With a copy to:

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

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

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



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


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

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

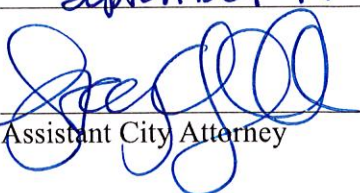
**CITY OF ORLANDO**

By:   
Mayor

ATTEST:

  
Stephanie Herdocia, City Clerk

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

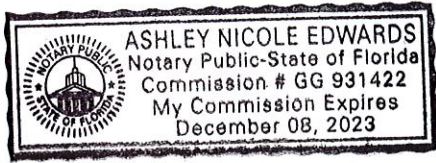
September 17, 2020.  
  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of September, 2020, by Buddy Dyer and Stephanie Herdocia, to me known to be the Mayor and City Clerk, respectively, of the City of Orlando, Florida, and who acknowledged before me that they executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized so to do.

WITNESS my hand and official seal this 21 day of September, 2020.

City Council Meeting: 9-21-2020  
Item: C-11 Documentary: 200921C11



A Edwards  
Notary Public  
My Commission Expires 12/8/23

**CITY OF ORLANDO COMMUNITY  
REDEVELOPMENT AGENCY**

By: Buddy Dyer  
Buddy Dyer, Chairman

**ATTEST:**

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of September, 2020, by Buddy Dyer and Thomas C. Chatmon, Jr., to me known to be the Chairman and Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, and who acknowledged before me that they executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized so to do.

WITNESS my hand and official seal this 21 day of September 2020.



A Edwards  
Notary Public  
My Commission Expires 12/8/23



### **Fiscal Impact Statement**

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

**Description:** The City Services Agreement is based on the City and the CRA both sharing in the interest of maintaining and revitalizing the CRA area as a visibly attractive, economically viable, and socially desirable area of the City. City staff time and expertise in various matters, including administration, personnel, engineering, finance, law, purchasing, public works and planning, can be beneficially utilized in the planning and implementation of the CRA Plan. As such the City is willing to make available to the CRA professional and administrative support.

### **Expenses**

Will the action be funded from the Department's current year budget? ☐ Yes ☒ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). as proposed in FY20-21 budget subject to final approval.

|                     | <b>Current Fiscal Year<br/>Cost Estimate</b> | <b>Estimated Annualized<br/>Cost Thereafter</b> |
|---------------------|--|---|
| Personnel           | \$0  | \$0   |
| Operating/Capital   | \$0  | \$873,239                                       |
| <b>Total Amount</b> | \$0  | \$873,239                                       |

Comments (optional): This is a one year agreement from October 1, 2020 to September 30, 2021; as proposed in FY20-21 budget subject to final approval.

### **Revenues**

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

### **Funding**

Expenses/Revenues will be recorded to:

|                           | <b>Source #1</b> | <b>Source #2</b>         | <b>Source #3</b>         |
|---------------------------|------------------|--------------------------|--------------------------|
| Fund                      | <u>1250</u>      | <u>(enter text here)</u> | <u>(enter text here)</u> |
| Department /Division      | <u>EDV/CRA</u>   | <u>(enter text here)</u> | <u>(enter text here)</u> |
| Cost Center/Project/Grant | <u>CRA0005 C</u> | <u>(enter text here)</u> | <u>(enter text here)</u> |
| Total Amount              | \$873,239        | \$0                      | \$0                      |