

SERVICES AGREEMENT – CITY/DDB

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 Downtown Development Board of the City of Orlando, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as “DDB”).

WHEREAS, pursuant to the Act, the DDB is charged with planning for the redevelopment of the Downtown Development Area; and

WHEREAS, the CITY and the DDB are keenly interested in maintaining and revitalizing the DDB 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 DDB’s; and

WHEREAS, CITY is willing to make available to the DDB, 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 DDB 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 DDB Approval. On _____ the DDB by motion, authorized the proper DDB officials to execute this Agreement.

ARTICLE 2

SERVICES

The CITY 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 The CITY shall provide financial services which shall include, but not be limited to, management of DDB fiscal accounts, investment of DDB 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 DDB Treasurer.

2.2 The CITY shall, when requested by the DDB, 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.

2.3 The CITY shall provide legal, real estate, engineering and planning services to advise and assist the DDB.

2.4 The DDB will be permitted to utilize the services of the CITY's Purchasing Division with respect to purchasing services and goods necessary for the operation of DDB activities, including Fleet Management.

2.5 The DDB will be permitted to utilize the services of the CITY's Public Works Department with respect to design services necessary for the operation of DDB activities.

2.6 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.

2.7 The DDB 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.

ARTICLE 3

METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. In consideration of providing the services described in Article 2 hereof by the CITY commencing from October 1, 2020, the DDB will compensate the CITY, to the extent funds of the DDB are budgeted and available and eligible for payment in accordance with the Act,) the amount set forth in the City of Orlando, Florida Full Cost Allocation Plan issued Summer 2020, estimated to be one hundred fifty-eight thousand, nine hundred fourteen

dollars (\$158,914.00) as consideration for services provided to the DDB during fiscal year 2020-2021 by the CITY. The DDB's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

3.2 Method of Payment. The parties agree that the DDB's obligation to compensate the CITY pursuant to Section 3.1 hereinabove shall be made to CITY in accordance with the DDB approved budget. It is recognized and acknowledged that full compensation to the CITY by the DDB 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 DDB and made available to the CITY prior to any termination of the DDB.

3.3 Annual Statement and Payment. The CITY shall prepare and present to the DDB an annual statement in time for the preparation and submission of the DDB annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved DDB budget for payment to CITY shall be paid by the DDB prior to September 30, 2021, the end of fiscal year 2020-2021.

ARTICLE 4

MISCELLANEOUS

4.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the DDB and essential CITY staff and CITY functions particularly regarding financial administration, reporting, and auditing; and administration and implementation of 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 DDB upon at least thirty (30) days' advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the DDB copies of any documents, data, and information requested by the DDB relating to the services accomplished herein. Regardless of the termination of this Agreement, the DDB 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 DDB shall keep records and accounts which shall be available at all reasonable times for examination and audit by DDB 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 DDB. 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 DDB 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

DDB: Downtown Development Board
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.

_____, 2020.

Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 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 ____ day of _____, 2020.

Notary Public
My Commission Expires

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

Thomas C. Chatmon, Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Bill Lambert and Thomas C. Chatmon, Jr., to me known to be the Chair and Executive Director, respectively, of the City of Orlando’s Downtown Development Board, 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 ____ day of _____, 2020.

Notary Public
My Commission Expires

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO 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 Downtown Development Board (the “DDB”) has submitted a budget for the DDB’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 DDB 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 DDB during said period from all sources and any amounts carried over from prior fiscal years; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN DEVELOPMENT BOARD OF THE CITY OF ORLANDO:

SECTION 1: The DDB does hereby adopt, confirm and approve the budget attached hereto as Exhibit "A" as the budget for the DDB for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, subject to approval by City Council as required by the Downtown Development Board Act provision codified as Chapter 18 Section 6(2) of the City Charter.

SECTION 2: The DDB 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 DDB during the Fiscal Year beginning October 1, 2020, and ending September 30, 2021 from all sources, 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 DDB 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 DDB, the City of Orlando’s Chief Financial Officer (the “CFO”), on behalf of and subject to the direction of the DDB, 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 DDB, and to the extent of 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 DDB 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 DDB 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 DDB shall require the prior approval of the DDB. 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 DDB Executive Director on at least a quarterly basis. Any amendments to the budget shall be made in accordance with Section 189.106(6), Florida Statutes (2020). Such amendments shall be, subject to approval by City Council as required by the Downtown Development Board Act provision codified as Chapter 18 Section 6(2) of the City Charter.

SECTION 6: This resolution shall take effect immediately upon its adoption by the DDB.

ADOPTED at a regular meeting of and by the Downtown Development Board this ____ day of _____, 2020.

DOWNTOWN DEVELOPMENT BOARD

ATTEST:

By: _____
Executive Director

By: _____
Chairman

APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND RELIANCE OF THE DOWNTOWN
DEVELOPMENT BOARD, ONLY.

_____, 2020.

Assistant City Attorney

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

Downtown Development Board
Fund 4190

Revenues

Ad Valorem Taxes	\$3,485,778
Charges for Services	40,000
Other Revenues	18,500
Fund Balance Allocation	150,000
Transfers In	1,125,500
<u>Total Revenues</u>	<u>\$4,819,778</u>

Appropriations

<u>Downtown Development Board Fund</u>	<u>\$4,819,778</u>
Economic Development	4,819,778
<u>Total Appropriations</u>	<u>\$4,819,778</u>

Project and Grant Appropriations within Total

<u>Downtown Development Board Fund</u>	<u>\$950,000</u>
Marketing	800,000
Welcome Center Upgrades	100,000
Farmers Market	50,000

COST-SHARE AGREEMENT
(Fiscal Year October 1, 2020 – September 30, 2021)

**DOWNTOWN DEVELOPMENT BOARD
AND
COMMUNITY REDEVELOPMENT AGENCY**

THIS AGREEMENT, effective as of October 1, 2020, is made and entered into by and between the Downtown Development Board, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando, hereinafter called "DDB", and the City of Orlando Community Redevelopment Agency, an agency created pursuant to Part III of Chapter 163, Florida Statutes, hereinafter called "Agency".

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

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

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

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

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

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

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

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

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

1. In an effort to avoid the creation of additional categories of staff, the DDB and the Agency hereby agree to share in the costs of salary, benefits, and other related staff support costs during the 2020-2021 fiscal year commencing October 1, 2020, and ending September 30, 2021. These shall include, but not be limited to, executive salary, salaries and wages, and employee benefits. These items for fiscal year 2020-2021 are to be paid for and allocated in terms of work responsibilities along the following percentages:

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

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

2. The costs to be incurred by the Agency for staff support based on the percentages enumerated in paragraph 1 of this Agreement shall be based on actual expenditures estimated at one million four hundred eighty-eight thousand five hundred and four dollars (\$1,488,504.00). Funds will be transferred between the DDB and the Agency as necessary to reflect the correct final costs and account for the difference in budget responsibility for staff positions.

3. The costs to be incurred by the DDB for staff support based on the percentages enumerated in paragraph 1 of this Agreement shall be based on actual expenditures estimated at one million four hundred eighty-eight thousand five hundred and four dollars (\$1,488,504.00). Funds will be transferred between the DDB and the Agency as necessary to reflect the correct final costs and account for the difference in budget responsibility for staff positions. The estimated amount to be transferred from DDB to Agency is four hundred fourteen thousand two hundred thirty-nine dollars (\$414,239.00) as approved in the DDB budget for fiscal year 2020-2021.

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

5. On or before September 30, 2021, the Agency shall pay to the DDB \$112,500.00 used to pay expenses incurred related to operation of the Downtown Information Center for Fiscal Year 2020-2021 and \$100,000 for capital expenses related to the Downtown Information Center, all as contemplated by the Downtown Orlando Community Redevelopment Area Plan.

6. On or before September 30, 2021, the Agency shall pay to the DDB \$800,000.00 for marketing expenses related to promoting the CRA and its programs contemplated in the Downtown Orlando Community Redevelopment Area Plan, including the cultural corridor and arts district, downtown programs and events.

7. On or before September 30, 2020, the Agency shall pay to the DDB \$50,000.00 to be used for expenses incurred related to the downtown farmers market event within the Downtown Community Redevelopment Area as contemplated by the Downtown Orlando Community Redevelopment Area Plan.

8. This Agreement shall be effective as of October 1, 2020, and the term of this Agreement shall be from October 1, 2020 through September 30, 2021.

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

Signatures on next page

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

Thomas C. Chatmon Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Bill Lambert and Thomas C. Chatmon Jr., to me known to be the Chair and Executive Director, respectively, of the *Downtown Development Board* 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 ____ day of _____, 2020.

Notary Public
My Commission Expires:

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer, Chairman

ATTEST:

Thomas C. Chatmon Jr.,
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Buddy Dyer and Thomas C. Chatmon Jr., to me known to be the Chairman and Executive Director, respectively, of the *City of Orlando 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 ____ day of _____, 2020.

Notary Public
My Commission Expires:

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

_____, 2020.

Assistant City Attorney
Orlando, Florida