

Playground Development Agreement

This Playground Development Agreement is made this 1st day of June, 2014 by and between Orlando Housing Authority ("OHA") and City of Orlando ("City").

RECITALS

WHEREAS, Orlando Housing Authority is a Florida corporation created by law for the purpose of providing affordable public housing to residents of Orlando;

WHEREAS, Orlando Housing Authority provides certain amenities for its residents at its housing complexes;

WHEREAS, the City of Orlando and the Orlando Housing Authority wish to make improvements to the existing playground area including the removal and replacement of the playground equipment, addition of a picnic area shade structure and resurfacing of the existing basketball court at Citrus Square complex (collectively the "Development ") which is used by their residents;

WHEREAS, City of Orlando is willing to plan, design and arrange for the necessary demolition and construction for the Citrus Square playground Development;

WHEREAS, the Development is seeking financial support from a ("Funding Partner") grant and the parties will enter into any necessary agreements with the Funding Partner.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

AGREEMENTS

1. OBLIGATIONS OF CITY OF ORLANDO

- 1.1. City of Orlando agrees to coordinate the funding for the Development , including implementing the attached estimated budget (Exhibit "A").
- 1.2. With input from OHA, City of Orlando agrees to design the Development in accordance with current industry standards for playgrounds and to coordinate its construction in accordance with a timeline and design agreed upon by the parties.
- 1.3. City will be responsible for any demolition and disposal of the existing Citrus Square playground equipment, including hiring any contractors necessary to perform the work using Development funds.
- 1.4. City will be responsible for purchase of the new playground equipment using Development funds.
- 1.5. City will be responsible for selecting, contracting with and paying (from Development funds) any contractors it determines are needed to install the Citrus Square playground equipment and improvements.
- 1.6. City agrees that any contracts that it enters into for Development require that such contractors carry standard liability and other insurance policies protecting both City and OHA. City also agrees that its contracts for the

playground and equipment and its installation shall include standard industry warranties against defects in the materials and installation and that those warranties shall be transferred to OHA as the owner of the property at the time of Development completion.

- 1.7. With OHA's cooperation as necessary, City of Orlando will obtain all necessary and appropriate permits and licenses regarding the installation and possession and use of a playground in compliance with local and state laws, regulations and guidelines.
- 1.8. City agrees to contribute twenty-six thousand dollars (\$26,000) (from District 1 discretionary capital improvement funds) toward the Development.
- 1.9. With OHA's cooperation, City agrees complete all required documentation for the receipt of the Funding Partner grant funding which is expected to be two hundred twenty-six thousand dollars (\$226,000).
- 1.10. City of Orlando is self-insured and City of Orlando is responsible for providing coverage for its own employees for any accidents arising out of their presence on OHA property to work on the Development.
- 1.11. City of Orlando will seek prior approval from Orlando Housing Authority and Funding Partner for any written materials that reference the Development and/or contain the logos of Orlando Housing Authority or Funding Partner, including but not limited to press releases, fliers and promotional materials. The parties agree to coordinate any ribbon cutting ceremonies or other celebrations of the completed Development.
- 1.12. Upon the Development construction completion, City or its contractor will provide or secure a Certified Playground Safety Inspector (CPSI) to review the playground structure to ensure that it is safe and built to all appropriate standards and guidelines.

2. OBLIGATIONS OF Orlando Housing Authority

- 2.1. Orlando Housing Authority will provide timely input to the City regarding the design of the Development.
- 2.2. Orlando Housing Authority agrees to communicate with its Citrus Square residents about the Development, including the expected demolition, Development completion and ribbon cutting dates.
- 2.3. Orlando Housing Authority is the owner of the Citrus Square property on which this Development is planned and by executing this Agreement, it grants approval for the demolition, removal and disposal of the existing playground equipment and authorizes construction of the Development on its land. OHA agrees to execute any documentation required of the property owner to obtain necessary permits or Development funding.
- 2.4. OHA agrees to contribute approximately eight thousand five hundred dollars (\$8500) toward the Development in in-kind contributions to include provision and installation of site furnishings (two 8' long picnic tables, two trash receptacles) and Bahia sod.

3. OWNERSHIP

OHA is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment after its installation. OHA agrees to keep the Development playground open for a minimum of five years after the completion of the improvements anticipated by this Agreement as required by HUD regulations and terms of the Funding Partner grant.

4. GENERAL

- 4.1. Notices. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage properly prepaid, or by personal delivery addressed as follows:

To: ORLANDO HOUSING AUTHORITY
Vivian Bryant, Executive Director
390 North Bumby Avenue
Orlando, FL 32803
407-240-9503

To: CITY OF ORLANDO
Lisa Early, FPR Director
595 N. Primrose Drive
Orlando, FL 32803
(407) 246-4320

- 4.2. Counterparts. This Agreement may be executed by the parties in one or more counterparts which shall, in the aggregate, be signed by all parties and each counterpart shall be deemed an original instrument as against any party who has signed it.
- 4.3. Governing Law. The laws of the State of Florida shall govern the interpretation and/or legal effect hereunder and shall have jurisdiction over any dispute arising out of or under the terms of this Agreement and venue for any litigation relating to this Agreement shall be in Orange County, Florida.
- 4.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective affiliates, successor, and personal representatives of the parties to this Agreement, except to the extent of any contrary provision in this Agreement.
- 4.5. Severability. This Agreement shall be construed to be in accordance with federal and state statutes. If any provision of this Agreement, or any portion thereof, is found to be invalid, illegal, or unenforceable, under any applicable statute or rule of law, then such provision or portion thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 4.6. Complete Agreement. This Agreement, when executed by the duly authorized representatives of each party shall be the entire agreement between the parties as to the subject matter stated herein and supersedes and replaces any and all previous agreements and all amendments thereto.
- 4.7. Assignment. This Agreement may not be assigned, delegated or transferred by either party without the prior written consent of the other party hereto.
- 4.8. Waiver. A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

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

Terms agreed to by City this ____ day of _____, 2014

Terms agreed to by OHA this 30 day of June, 2014

By: City of Orlando

By: Orlando Housing Authority

Mayor/Mayor Pro Tem



Vivian Bryant, Executive Director

Attest: _____
Alana C. Brenner, Orlando City Clerk

Approved as to form & legality for the use & reliance of the
City of Orlando, Florida only.

Chief Assistant City Attorney
Date: _____

EXHIBIT A
Citrus Square Playground Renovation Cost Estimate 6/2014

Description	Quantity	Unit	Unit Cost	Total
Playground/tot lot area, including ADA requirements				
Play structure, independent play pieces, swings	1	ls	\$75,000	\$ 75,000
Safety surfacing	125	cy	\$45	\$ 5,625
Play retention curbing	325	lf	\$35	\$ 11,375
Site work, grading and drainage				
Approximately 50' of sidewalk, site preparation, and soil and drainage work	1	ls	\$15,000	\$ 15,000
Shelters and furnishings				
Small (20'x20') pavilion with concrete slab	1	ea	\$25,000	\$ 25,000
Site furnishings: 2 picnic tables, 2 trash receptacles, and installation of all	1	ls	\$5,500	\$ 5,500
Basketball Court Refinishing				
Add safety area, refinish court surface, add new goals, rims and nets	1	ls	\$22,000	\$ 22,000
Landscape and irrigation				
Bahia sod	4500	sf	\$ 0.65	\$ 2,925
Trees	3	ea	\$ 425.00	\$ 1,275
Irrigation	1	ls	\$10,000	\$ 10,000
Sub total				\$ 173,700
Soft Costs				
Design, Bidding, permitting, PM/CM etc.	1	ls		\$ 40,300
Sub-Total				\$ 214,000
Contingency				\$ 46,425
TOTAL				\$ 260,425

Estimated FUNDING SOURCES:

Estimated CDBG Grant	\$ 226,000
District 1 contribution	\$ 26,000
OHA in-kind contribution	\$ 8,425
Total Funding	\$ 260,425