



**2014-2015 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO, THE
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO, AND
FOUNDATION FOR BUILDING COMMUNITY, INC.**

THIS AGREEMENT is entered into this _____ day of _____ 2015, by and between the **City of Orlando**, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as "the City") with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, the **Community Redevelopment Agency of the City of Orlando**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), the principal address of which is Orlando City Hall, 6th Floor, 400 S. Orange Ave., Orlando, Florida 32801, and the **Foundation for Building Community, Inc.**, a not-for-profit Florida corporation (hereinafter referred to as "the Agency"), with a principal address of 75 S. Ivanhoe Blvd., Orlando, Florida 32804.

WITNESSETH

WHEREAS, the Agency seeks funds from the City and CRA in order to provide such services and/or programs as are set forth in Exhibit "A" attached hereto (hereinafter "Services") and incorporated herein by this reference; and

WHEREAS, in a recent Central Florida Partnership Regional Priorities survey, more than 650 leaders in the Central Florida region endorsed international business as a primary opportunity for economic stability and growth and job creation in Orlando; and

WHEREAS, in November 2014, the Agency also convened more than 30 experts for a roundtable discussion on export and international business and endorsed the need for an International Business Task Force to convene in 2015 and to establish clear objectives for how to expand and diversify international business in Orlando; and

WHEREAS, the City, as the largest municipality in the seven-county region, desires to support the Agency advancing this task force to develop a strategy for engagement and partnership at the local, regional, state, and federal levels to advance international business in Central Florida and the City of Orlando; and

WHEREAS, a portion of the funds to the Agency will be allocated from the CRA to continue the CRA's membership in myregion.org; and

WHEREAS, the City and CRA have determined that there is a public need for such Services in order to promote the general health, welfare and/or safety of the community and that the provision of such Services is in the best interests of the City and CRA, and, to that end, the City and CRA have appropriated funds to be donated to the Agency for such Services; and

WHEREAS, the Agency has available the necessary qualified and trained personnel, facilities, materials and supplies to perform such Services as set forth in this Agreement; and

WHEREAS, the City and CRA desire to enter into an agreement with the Agency whereby the Agency will receive and disburse said funds of the City and CRA for the purpose of providing the Services in accordance with the terms and conditions set forth herein;

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

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **FUNDING.** The City and CRA have collectively appropriated for the period commencing January 1, 2015, and ending September 30, 2015, the total sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) to be administered and disbursed by the Agency solely for the purposes set forth herein (hereinafter "Funds").

3. **PAYMENTS.** Under the terms and conditions of this Agreement, the City and CRA agree to contribute the Funds to the Agency in two (2) equal installments of \$50,000.00 each (\$12,500.00 from the CRA and \$37,500.00 from the City). The first installment shall be made upon execution of this Agreement and the second installment shall be made on the third quarter of the Fiscal Year 2014-2015 (FY), unless otherwise approved and authorized in writing by the Chief Administrative Officer, the Chief Financial Officer of the City, and the Executive Director of the CRA. Payments by the City and CRA shall be contingent upon the following:

(a) receipt and approval by the City and CRA of the reports specified in Paragraph 4 of this Agreement;

(b) inclusion of the audit provisions in sub-recipient agreements as set forth in Paragraph 7 of this Agreement;

(c) compliance with such other reporting and administrative requirements specifically set forth in Exhibit "B" of this Agreement; and

(d) continuing faithful performance of all of the provisions of this Agreement by the Agency.

4. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORTS.**

The City and CRA shall use the Performance Measures listed in Exhibit "C" to determine the effectiveness of the Services provided by the Agency. The Agency agrees to submit progress and financial reports on a quarterly basis in accordance with the schedule in Exhibit "B", which shall be consistent with the Services and Performance Measures, and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City and CRA. Completion of reporting requirements and submission of audited financial statements for the prior year are a prerequisite to receipt of funding under this Agreement.

5. **BOARD MEMBER.** The Agency shall provide at least one (1) voting membership on its board of directors for a City-appointed representative for the duration of this Agreement. The City representative shall be a member of City staff and shall enjoy the same rights and privileges with regard to discussion and voting on issues before the board as other general members of the Agency board.

6. **NONPROFIT STATUS.** The Agency shall maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the Agency should, during the term of this Agreement, lose its corporate or non-profit status, it shall immediately notify the City and CRA within ten (10) days of the event. Upon such an event, the City and CRA reserve the right to immediately terminate this Agreement and discontinue distribution of Funds to the Agency.

7. **NONDISCRIMINATION.** The Agency agrees to provide the Services without regard to race, color, creed, sex, age, national origin, disability, sexual orientation or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. The Agency agrees that compliance with this provision constitutes a condition to continued receipt of Funds.

The Agency agrees that all contractors, subcontractors, or others with whom it arranges to provide services to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of this provision. Upon receipt of evidence of such discrimination, the City and CRA reserve the right to immediately terminate this Agreement.

8. **ACCOUNTING AND AUDIT.** The Agency shall utilize and maintain such records and practices regarding receipts and disbursements of the Funds as to be in accordance with generally accepted accounting principles. All such records shall be open to inspection and audit by the City and CRA or by the City's or CRA's designee during normal business hours during the term hereof and for a period of three (3) years after the termination of this Agreement. Any cost incurred by the Agency as a result of a City or CRA audit shall be the sole responsibility of and shall be borne by the Agency. In addition, should the Agency provide any or all of the Funds to sub-recipients, then and in that event the Agency shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the City

and CRA or the City's or CRA's designee to the same extent as those of the Agency.

9. **MONITORING.** The Agency shall permit the City and CRA to monitor the Services and the Agency's records and facilities, and/or interview the Agency's clients or employees in order to ensure compliance with the terms of this Agreement. The Agency shall, to assist monitoring of its program, provide to the City and CRA or the City's or CRA's designee access to all client records and such other information as the City and CRA may deem necessary.

10. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing January 1, 2015 and terminating September 30, 2015.

11. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

12. **INDEMNIFICATION.** The Agency agrees to indemnify and hold harmless the City and CRA from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement by the Agency, the Agency's performance of the Services or because due to the mere existence of this Agreement itself.

13. **DEFAULT.** The following shall constitute an Event of Default under this Agreement:

- (a) Agency's failure to provide the Services in accordance with the terms and conditions of this Agreement;
- (b) Agency makes a material representation in any certification or communication submitted by the Agency to the City or CRA in an effort to induce the contribution of the Funds or the administration thereof that is later determined by the City or CRA to be false, misleading, or incorrect in any material manner; or
- (c) Agency's failure to comply with any of the terms and conditions in this Agreement.

Upon the occurrence of any Event of Default, or any other breach of this Agreement, the City and CRA shall have the authority to terminate this Agreement and discontinue the Funds and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law, or under common law.

14. **NO WAIVER.** The continued performance by either party hereto, pursuant to the terms of this Agreement, after an Event of Default shall not be deemed a waiver of any rights by the City or CRA. Furthermore, the waiver of any default by the City or CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present.

15. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

16. **NONASSIGNABILITY.** The Agency may not assign its rights hereunder without the prior written consent of the City and CRA. Failure to comply with this section may result in immediate termination of this Agreement.

17. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting the Agency as the agent or representative of the City or CRA for any purpose or in any manner whatsoever.

18. **VENUE.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida and shall be governed by the laws of the State of Florida. The Agency agrees to notify the City and CRA of an occurrence of any incident or action filed against the agency, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

19. **CORPORATE TABLES.** The Agency agrees that, if it holds any fundraising events during the term of this Agreement at which "corporate tables" are sold, the City or CRA shall receive a table without cost in consideration of the contribution provided to the Agency under this Agreement.

20. **INSURANCE.** The Agency shall have in force the following insurance coverage, and shall provide Certificates of Insurance to the Manager of the Economic Development Department, or his/her designee, within ten (10) days of the effective date of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to the City:

- (a) Commercial General Liability -- The Agency shall provide commercial general liability coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The City of Orlando shall be named as an additional insured.
- (b) Commercial Automobile Liability -- The Agency shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.
- (c) Workers' Compensation -- The Agency shall provide Workers' Compensation coverage

for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employer's Liability.

- (d) Employee's Honesty Insurance -- The Agency shall provide not less than \$10,000 coverage limit. The City of Orlando shall be named as an additional insured.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist. This Agreement may only be modified in writing, signed by both parties.

22. **NOTICE.** Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City: City of Orlando
Director, Economic Development Department
P.O. Box 4990
Orlando, Florida 32802
(with a copy to City Attorney's Office)

CRA: Executive Director
Community Redevelopment Agency
6th floor, Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Agency: Foundation for Building Community, Inc.
Jacob Stuart, President
75 S. Ivanhoe Blvd
Orlando, Florida 32804

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

APPROVED as to form and legality,
for the use and reliance of the
City of Orlando, Florida only.
_____, 2015.

Assistant City Attorney
City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced
his/her _____ as identification, and known to me to be the
Mayor/Mayor Pro Tem of the City of Orlando, and acknowledged before me that he/she
executed the foregoing instrument on behalf of the City of Orlando 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 _____, 2015.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Buddy Dyer
Chairman

ATTEST:

Thomas C. Chatmon, Jr.
Executive Director

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

_____, 2015.

Stacey Young Adams
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, 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 of the City of Orlando, and acknowledged
before me that he/she executed the foregoing instrument on behalf of the City of Orlando 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 _____, 2015.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

FOUNDATION FOR BUILDING COMMUNITY, INC.

By: _____
(President)
Federal I.D. No. _____

ATTEST:

Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, _____, well known to me and known by me to be the _____ of Foundation for Building Community, Inc., and acknowledged before me that they executed the foregoing instrument on behalf of Foundation for Building Community, Inc. as its true act and deed, and that they were duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this day of _____, 2015.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT “A”
Scope of Services
Foundation for Building Community, Inc.

- The City of Orlando is providing a one-time funding grant to supplement the Agency’s regional priority ***International Business and Export: The Next Regional Priority for Central Florida***. The recent regional priorities process for The Central Florida Region identified international business/export as a primary opportunity for regional action. Over 650 leaders endorsed the concept and the Board of Directors of the Central Florida Partnership provided unanimous approval. The ability of incumbent businesses of all scales and sizes to diversify their markets for their own products and services is vital to economic stability and growth, and job creation. The Partnership will utilize its tested and proven task force model to attract business leadership from across the region. The Partnership will draw on its research capabilities and “lines of business” to ensure globally-relevant measures of success.
- The Partnership’s task force leadership system is based on a commitment to participation from across the seven-counties, a disciplined business sensibility, and a rigorous milestone management system that provides action and results. The Partnership provides the research, logistics and project resources that allow members to learn, design regional solutions and take action. The system has already been selected to draw business leadership to transportation and connectivity, and improving access to capital investment. The system recognizes that leader engagement for complex tasks requires a fundamental range of resources, from project management and communications planning, to portals and policy analyses.
- Key Deliverables include the following:
 - Design of a new platform to promote and advance international diversification.
 - A strategy for engagement and partnership at the local, regional, state, and federal levels.
 - Recommendations on quick action and closing gaps.
 - Globally-relevant measures of success.
 - An improved and connected view of the trade resources and expertise resident in the communities of Central Florida.
 - Early, representative successes.
 - A smart, passionate, and disciplined team of “c-suite” leaders who champion ideas and expect results.
- The agency will also provide the City and CRA with membership in myregion.org, Orlando, Inc., and admission for one City of Orlando Economic Development Department employee, including CRA staff, to participate in each session of Leadership Orlando during FY 2014 – 2015.
- The Agency shall assist the City and CRA in its efforts to reduce chronic homelessness within the downtown Orlando CRA area.

FOUNDATION FOR BUILDING COMMUNITY, INC.

December 18, 2014

Ms. Kathleen K. DeVault
City of Orlando Executive Offices
PO Box 4990
Orlando, FL 32802-4990

Dear Ms. DeVault,

It is my pleasure to write to introduce the attached "proposal for funding", designed to outline the work ahead, in keeping with our most recent conversations and priorities regarding *International Business and Export: The Next Regional Priority for Central Florida*.

We are most honored by the continued encouragement and financial support of your "team" at the City of Orlando. As we look ahead, it's our pleasure to request the following allocations when it comes to your financial support of \$100,000, for 2014-2015.

First of all, we're honored by your continued financial support of myregion.org in the amount of \$25,000, allowing Thomas C. Chatmon, Jr., Executive Director of the Downtown Development Board to continue serving as a Founder of myregion.org.

Plus, we're honored by your continued financial support of Orlando, Inc., in the amount of \$7,500, representing your Annual Membership Dues in the only 5-Star Metropolitan Chamber of Commerce in Central Florida, as designated by the U.S. Chamber of Commerce.

In addition, we're honored by your continued financial support of Leadership Orlando with your plans to have a participant in each of the two (2) classes planned for 2014-2015; with the tuition for each participant in each class being \$3,750, for a total of \$7,500.

Finally, we're honored by your continued financial support of our work involving international business opportunities. Along these lines, I've prepared the attached Prospectus: *International Business and Export: The Next Regional Priority for Central Florida*. The total cost of advancing this important work will be \$150,000, with the Central Florida Partnership providing or raising from additional sources the total amount, which will include \$60,000, from the City of Orlando; with the Central Florida Partnership being responsible for \$90,000; for a total of \$150,000. With your commitment, we are now able to launch a contract for Professional Consulting Services, designed to support this effort designed to advance this "Next Regional Priority for Central Florida."

Along these lines, to make sure we're providing proper and detailed accounting regarding your financial support, it's our hope your check would be made payable to the Foundation for Building Community, Inc., our longstanding Community Foundation, designed to advance the important work of the Central Florida Partnership, Orlando, Inc., and myregion.org; knowing that Leadership Orlando is an important part of the Central Florida Partnership.

Questions? Comments? Suggestions? Please don't hesitate to contact me personally.

Sincerely,



JACOB V. STUART
PRESIDENT

75 SOUTH IVANHOE BOULEVARD • ORLANDO, FL 32804
TELEPHONE 407.425.1234 • FACSIMILE 407.839.5020 • WEBSITE WWW.ORLANDO.ORG

EXHIBIT “B”

Quarterly Performance reports on the items specified in Exhibit "A" are due in the City of Orlando Economic Development as indicated:

<u>Reporting Period</u>	<u>Due Date</u>
First Quarter (1/1/2015-3/31/2015)	4/15/2015
Second Quarter (4/1/2015-6/30/2015)	7/15/2015
Third Quarter (7/1/2015-9/30/2015)	10/15/2015

Quarterly Reports should include information on services provided with City of Orlando funding.

Mail or Fax the quarterly progress reports to:

City of Orlando
Economic Development Department
Attn: Economic Development Director
P.O. Box 4990
Orlando, Florida 32802

Phone: (407) 246-2821
Fax: (407) 246-2848

EXHIBIT “C”

Foundation for Building Community, Inc.

City of Orlando and CRA Funding Agreement Performance Measures 2014/2015

- The Agency shall develop a Roundtable on International Business and Export, including subject matter experts on international business and export, leaders in the field of work, champions of specific issues, and executives of enterprises with some mission or focus relevant to the subject matter.
- The Agency shall advance an Expert Committee on International Business and Export.
- The Agency shall advance, after the work and recommendation of the Expert Committee on International Business and Export, a Task Force on International Business and Export.
- The Agency shall advance a Central Florida Regional Leadership Forum on the subject of International Business and Export.
- Key Deliverables include the following:
 - Design of a new platform to promote and advance international diversification.
 - A strategy for engagement and partnership at the local, regional, state, and federal levels.
 - Recommendations on quick action and closing gaps.
 - Globally-relevant measures of success.
 - An improved and connected view of the trade resources and expertise resident in the communities of Central Florida.
 - Early, representative successes.
 - A smart, passionate, and disciplined team of “c-suite” leaders who champion ideas and expect results.
- The Agency shall provide membership for the City of Orlando and CRA in myregion.org and one seat on the organization’s Board of Directors.
- The Agency shall provide membership in Orlando, Inc. – the Orlando Regional Chamber of Commerce.
- The Agency shall provide admission for one City of Orlando Economic Development Department employee, including CRA staff, to participate in each session of Leadership Orlando during FY 2014 – 2015.
- The Agency shall provide a supporting role in the City’s efforts on the Metro Orlando Defense Task Force (MS&T) which is a current priority of the City and CRA.
- The Agency shall assist the City and CRA in its efforts to reduce chronic homelessness within the downtown Orlando CRA area.

