



**2015-2016 FUNDING AGREEMENT BETWEEN 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 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 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**, one of the City's current six focus areas is sustainability and advancing Orlando's reputation as the most sustainable city in the southeast United States and one of the most sustainable in the nation; and

**WHEREAS**, the Agency has been an advocate for the City's sustainability efforts in helping to host business summits and to educate its membership and other business leaders on the economic and quality of life benefits of advancing sustainability efforts in their own organizations; and

**WHEREAS**, the City, as the largest municipality in the seven-county region, desires to advance its sustainability initiatives and pursue recommendations adopted by City Council in the 2013 Green Works Community Action Plan, and to use this platform to serve as a model for other cities in the Central Florida region and the nation to become more sustainable; and

**WHEREAS**, in addition to advancing sustainability, the City will work closely with the Agency to advance partnerships for the City's small business owners to participate in Orlando, Inc. events, to continue the effort underway to reduce chronic homelessness in the City of Orlando and ultimately the Central Florida region, and to conclude the current International Business and Export initiative with recommendations from the International Task Force being presented to the community in March 2016; and

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

**NOW, THEREFORE**, in consideration of the promises, 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 has appropriated for the period commencing January 1, 2016, and ending September 30, 2016, the total sum of Seventy-Five Thousand Dollars and 00/100 (\$75,000.00) 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 agrees to contribute the Funds to the Agency in two (2) equal installments of \$37,500.00 each. The first installment shall be made on or about January 1, 2016 and the second installment shall be made on the third quarter of the Fiscal Year 2015-2016 (FY), unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Chief Financial Officer of the City. Payments by the City shall be contingent upon the following:

(a) receipt and approval by the City 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 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. 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 within ten (10) days of the event. Upon such an event, the City reserves 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 reserves 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 or by the City'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 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 or the City's designee to the same extent as those of the Agency.

9. **MONITORING.** The Agency shall permit the City 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 or the City's designee access to all client records and such other information as the City may deem necessary.

10. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing January 1, 2016 and terminating September 30, 2016.

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 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 in an effort to induce the contribution of the Funds or the administration thereof that is later determined by the City 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 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. Furthermore, the waiver of any default by the City 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. 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 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 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 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)

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:

\_\_\_\_\_  
Celeste T. Brown, 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: \_\_\_\_\_

**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.**

**FOUNDATION FOR BUILDING COMMUNITY, INC.**

September 8, 2015

Ms. Kathleen K. DeVault  
Director of Strategic Partnerships  
City of Orlando Executive Offices  
P.O. Box 4990  
Orlando, FL 32802-4990

Dear Ms. DeVault,

It is my pleasure to write to introduce our "proposal for funding," attached and described below, and designed to outline the work ahead, in keeping with our most recent conversations and priorities regarding the City's *2013 Green Works Community Action Plan*, and issues related to energy efficiency, renewable energy, and advanced recycling facilities.

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 \$75,000 for 2015-2016.

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 2015-2016; with the tuition for each participant in each class being \$3,750; for a total of \$7,500.

We are honored by your continued support of our work involving international business opportunities. The work of the Central Florida International Business Task Force continues, and thanks to the City's support and leadership, the Central Florida Partnership will be hosting a Community Leadership Forum on this topic in March 2016.

Additionally, we continue to advance our interest in hosting the 2019 World Chambers Congress in Orlando, concurrently with the Association of Chamber of Commerce Executives, with our City Bid due in September 2016. We are delighted that Mayor Dyer traveled to Torino, Italy, to experience firsthand the 2015 World Chambers Congress, and honored that he continues to serve as Honorary Co-Chair of our Host Bid Committee.

(Continued . . . )



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We are also honored to continue our work in support of ending chronic homelessness in the City, hosting this fall a Community Leadership Forum – Working Together to Solve Homelessness.

And finally, the Orlando Chamber of Commerce will work with the City to provide access to qualified City of Orlando businesses to Chamber programs and events, and provide five (5) scholarships to our annual Entrepreneurs Academy to be used by business nominated by the City.

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, and Orlando, Inc.; knowing that Leadership Orlando is an important part of the Central Florida Partnership too.

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



Jacob V. Stuart  
President  
[Jacob.Stuart@IdeasToResults.org](mailto:Jacob.Stuart@IdeasToResults.org)

Enclosure

## **EXHIBIT "B"**

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

<u>Reporting Period</u>	<u>Due Date</u>
FY Second Quarter (1/1/2016-3/31/2016)	4/15/2016
FY Third Quarter (4/1/2016-6/30/2016)	7/15/2016
FY Fourth Quarter (7/1/2016-9/30/2016)	10/15/2016

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 Funding Agreement Performance Measures 2015/2016**

- The City of Orlando are providing a one-time funding grant to supplement the Agency’s regional priority in the advancement of the policies and programs City Council adopted in the 2013 Green Works Community Action Plan. This includes helping to convene and garner support from the business community and other private, public and independent sector organizations who are willing to ensure Orlando becomes one of the most sustainable communities in the southeast United States. The Agency will be an advocate for the City’s focus on topics such as energy efficiency, renewable energy, and advanced recycling facilities. Advancing these priorities in Orlando will create economic growth and an even better quality of life for Orlando and the entire Central Florida region. The Agency may, in support of this initiative, include topics and speakers relating to energy efficiency, renewable energy, and advanced recycling facilities as part of the Agency’s ongoing programs. 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 Agency shall coordinate an exploratory mission for community leaders to travel to a domestic location to explore greater opportunities related to economic development, urban redevelopment, sustainability and financing mechanisms.
- The City will provide the Agency a list of qualified businesses, including recipients of the City’s small business programs including MEBA, Downtown Façade and Stabilization, Business Assistance and Façade programs. The Agency will develop a program to invite such businesses to Orlando Regional Chamber of Commerce Basic Connection events and programs. The Agency will include the City as a sponsor for the Agency’s annual Entrepreneurs Academy, and will provide the City FIVE (5) scholarships to be offered to qualified businesses provided on the above mentioned list to attend the October 22 – 23, 2015 Entrepreneurs Academy.
- 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.
- The Agency shall assist the City in its efforts to address chronic homelessness within the City of Orlando and Central Florida. This includes helping to build a strong base of support by recruiting a wide range of community partners willing to support the effort to end homelessness. The Agency is hosting its “Central Florida Leadership Forum –

Working Together to Solve Homelessness,” in November 2015 to convene community leaders and galvanize additional support for the effort.

- The Agency shall continue its International Business and Export initiative and convening of the Central Florida International Business Task Force which is populated with subject matter experts on trade, exporting and importing and international business. The task force’s work and recommendations will be highlighted at a future Central Florida Leadership Forum scheduled in March 2016.
- The agency will also provide admission for one City of Orlando Economic Development Department employee to participate in each session of Leadership Orlando during FY 2015 – 2016.