

**NOT FOR PROFIT IMPACT FEE ASSISTANCE  
AGREEMENT**

THIS AGREEMENT made and entered \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF ORLANDO**, a municipality organized and existing under the laws of the State of Florida, (hereinafter referred to as the “City”), and **Florida Conference Association of Seventh-Day Adventists, Inc. d/b/a Orlando Junior Academy**, a non-profit Florida corporation with a principal address of 351 South State Road 434, Altamonte Springs, Florida 32714 (hereinafter referred to as the “Agency”).

**WITNESSETH**

WHEREAS, the Agency is constructing a kitchen and culinary garden classroom in its facility located at 28 East King Street, Orlando, Florida 32804, which is within the corporate limits of the City of Orlando, County of Orange, State of Florida; and

WHEREAS, on July 22, 1996, the City adopted a comprehensive policy regarding impact fee assistance for certain not-for-profit agencies; and

WHEREAS, the Agency is eligible for assistance pursuant to such policy because it is a human social service agency which is registered as a 501(c)(3) with the Internal Revenue Service, has been in existence in the City of Orlando for three (3) years, has demonstrated financial hardship, and has at least 25% of its clientele who are residents of the City of Orlando.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are made a part of this Agreement as if fully set forth herein.

2. Fee Schedule. The City has determined that the following impact fees are due in connection with the issuance of building permits for the new classroom in its facility, and that the Agency is eligible for the following impact fee assistance:

- A. Total Project Fees Assessed: \$23,021.38
- B. Total Eligible Fees Assessed: \$16,300.54
- C. Total Fee Assistance from City: \$8,150.27

D. Total Due from the Agency: \$14,871.11

The parties agree that the above fees shall be paid at the time the building permits are issued.

3. Failure to Pay. Failure of the Agency to pay any of the above fees in the time frame stated may, at the option of the City, result in discontinuation of sewer services, revocation or denial of Certificate of Occupancy, or any other appropriate legal action or equitable remedy available to the City, and shall result in the deferral of any City contribution to the Agency until such fees are paid.

4. Indemnity. Agency shall indemnify, defend, and hold harmless the City, its elected officials, appointed officials, officers, agents, and employees, from any and all claims, liability, damages, losses, expenses (including reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), and/or cause of action which may arise from any negligent act or omission of the Agency, its agents, servants, or employees in the performance of services under this Agreement, except that such indemnification shall not extend to any claims, liability, losses, etc attributed to the sole negligence or willful misconduct of the City, its agents, employees, or elected or appointed officials.

5. Governing Laws. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. Warranty. Agency warrants that it has not paid or agreed to pay any person, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. The Agency warrants and represents that it is Agency's policy that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, or marital status.

7. Nonassignability. Agency may not assign its rights hereunder without prior consent of the City. Failure to comply with this section may result in immediate termination of the Agreement.

8. Miscellaneous.

a. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

b. The parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

9. Notices. All notices required or permitted in this Agreement shall be sent by certified mail, return receipt requested, to the parties at the following addresses:

Economic Development Director  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801

City Clerk  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801

with a  
copy to:

and if sent to the Agency shall be mailed to:

Florida Conference Association of Seventh-Day Adventists, Inc.  
d/b/a Orlando Junior Academy  
John Monday, Board Chairman for Orlando Junior Academy  
30 E. Evans Street  
Orlando, Florida 32804

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as of the day and year first above written.

[signatures on the following pages]

**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: \_\_\_\_\_

**Florida Conference Association of Seventh-Day Adventist, Inc. d/b/a Orlando Junior Academy**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Not For Profit Impact Fee Assistance Agreement was acknowledged before me this \_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as the \_\_\_\_\_ of Orlando Junior Academy. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_