

**CITY DISTRICT, INC./ COMMUNITY REDEVELOPMENT AGENCY FUNDING
AGREEMENT**

THIS AGREEMENT, effective as of October 1, 2021 (the “Effective Date”), is made and entered into by and between **CITY DISTRICT, INC.**, (“District”), a Florida not-for-profit corporation and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan on July 12, 1982, which has most recently been amended on May 4, 2015, pursuant to resolution of City Council (the “Redevelopment Plan”); and

WHEREAS, one of the Redevelopment Plan’s goals is encouraging and promoting a variety of events within the Downtown Orlando Redevelopment Area (the “Area”) as well as marketing the Area; and

WHEREAS, the Redevelopment Plan also notes the need for a superior pedestrian experience within the Area; and

WHEREAS, the Redevelopment Plan notes the importance of providing downtown workers the opportunity to connect and sets a specific goal of encouraging more special events and activities to keep workers in the Area after business hours; and

WHEREAS, the Redevelopment Plan establishes goals of supporting “clean and safe” programming within the Area; and

WHEREAS, the District’s mission is to enhance the corridor through marketing and special events to promote the area’s establishments; and

WHEREAS, by locating its offices within the Area, the District is able to conduct collaborative events and initiatives within the Area; and

WHEREAS, the CRA desires to have the District assist the CRA in fulfilling its Redevelopment Plan goals by providing certain programs and conducting certain activities within the Area as contemplated by this Agreement; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to assist the District by providing funding to the District in the amount of one hundred thousand dollars

(\$100,000.00) contingent upon the District meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

2. Term: The term of this Agreement shall commence on October 1, 2021, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2022. However, before September 30, 2022, the CRA’s Executive Director may extend the Agreement for up to an additional twelve (12) months.

3. Obligations of the District: The District will operate its Downtown offices and provide programs within the Area as generally described in Exhibit “A”, attached hereto and incorporated herein by this reference. District shall use the Funds provided by the CRA pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto, to generally include completing public improvement and beautification projects within the District, marketing and promoting the District, and holding events within the District. At least fifty percent (50%) of the Funds shall be expended on such public improvement projects, marketing and promotion, and events related to or occurring within the portion of the District lying West of Interstate 4. The District shall remain in compliance with the performance standards set forth in Exhibit “B” at all times during the term of this Agreement.

4. CRA’s Obligations:

a. The CRA shall pay the District a fixed amount of one hundred thousand dollars (\$100,000.00) (the “Funds”) to be paid pursuant to the terms and conditions set forth herein.

b. The CRA’s obligation to make any payment under this Agreement is expressly contingent upon the District’s compliance at all times with the performance standards outlined in Exhibit “B”. Provided the CRA has determined that the District has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit “B”, the CRA shall make the appropriate payments as provided in subsection c below.

c. The payments shall be paid by the CRA to the District in two (2) installments during the CRA’s Fiscal Year (FY) 2021-2022, each within thirty (30) days of the CRA’s receipt of a written invoice from the District. The District shall submit the first written invoice for payment at any time during the term of this Agreement after submittal of the first report required under section five below, and the second invoice at any time during the term of this Agreement and after submittal of the third report required under section 5 below.

d. The District expressly understands that the total amount to be paid by the CRA under this Agreement shall not exceed one hundred thousand dollars (\$100,000.00).

5. Progress and Financial Reporting: The District shall submit quarterly progress and summary financial reports to the CRA. The first report, for the period from October 1, 2021-December 31, 2021, shall be provided to the CRA by January 15, 2022. The second report shall include information from the January 2022-March 2022 time frame and shall be provided to the CRA by April 15, 2022. The third report shall include information from the April 2022-June 2022 time frame and shall be provided to the CRA by July 15, 2022. The final report shall include year-end information as well as information from July 2022-September 2022 and shall be provided to the CRA by September 30, 2022. Progress reports shall be submitted on the form attached as Exhibit “C” hereto and shall include an evaluation of the District’s programs, demonstrated compliance with the performance standards in Exhibit “B”, and the amount or level of programs provided. The reports should be sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801. Moreover, the reports shall be consistent with the programs and services described in Exhibit “A”. 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 District to receive the Funds from the CRA.

6. Books and Records/Audit:

a. The District shall maintain books, records, and other evidence relating to the District’s use of the Funds provided by the CRA hereunder (hereinafter referred to as the “Books and Records”) in accordance with generally accepted accounting principles, procedures and practices, which documents the expenditures in a manner that fulfills the requirements of this Agreement.

b. The District expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by the District with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.

c. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7. Repayment of Funds. The District shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which are used by the District in violation of this Agreement.

8. Monitoring: The District shall permit the CRA to monitor the operation of the downtown facility by the District to ensure compliance with the terms of this Agreement. The District shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all client records and such other information as the CRA may deem necessary.

9. Termination.

a. If the District breaches any material term of this Agreement and such breach remains uncured, the CRA may terminate the whole or any part of this Agreement. Before the CRA may exercise its right of termination, the CRA shall provide written notice to the District of the District's breach or default and the District shall have thirty (30) days thereafter within which to cure the breach or default.

b. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

c. In the event of termination of this Agreement by the CRA for the District's breach, the District shall return to the CRA all unused Funds as of the date of termination.

d. If the CRA breaches any material term of this Agreement and such breach remains uncured, the District may terminate the whole or any part of this Agreement. Before the District may exercise its right of termination, the District shall provide written notice to the CRA of the CRA's breach or default and the CRA shall have thirty (30) days thereafter within which to cure the breach or default.

e. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

f. In the event of termination of this Agreement by the District for the CRA's breach, the CRA shall reimburse the District for all reasonable and provable costs incurred by the District as of the date of termination that the District would have paid with the Funds but for the termination, provided that any unused Funds previously paid to the District shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the CRA.

10. Indemnification: The District agrees to indemnify, defend and hold harmless the CRA, City, their employees, agents and elected and appointed officials, 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 any or all of the following: (1) the acts or omissions of the District, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the District's activities, or (3) the mere existence of this Agreement itself.

11. Insurance: The District shall have in force during the Term of this Agreement the insurance coverage listed below. The District will provide valid Certificates of Insurance to the CRA, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the District shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an

insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the “occurrence” type. All insurance coverages furnished except workers’ compensation and employers’ liability shall include the City and CRA and their officers, elected officials, and employees as additional insured with respect to the provision of the programs described in Exhibit “A”. The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. The District shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees.

- a. Commercial General Liability – The District will provide and maintain a commercial general liability policy (“occurrence” type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- b. Commercial Automobile Liability – The District will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- c. Workers' Compensation and Employer’s Liability – The District will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer’s Liability coverage of not less than \$100,000 each occurrence.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Nonassignability: The District may not assign its rights hereunder without the prior written consent of the CRA, which assignment may be agreed to, denied, or conditioned in part or in whole as CRA deems appropriate in its sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CRA before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. Controlling Laws:

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted

ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15. Miscellaneous:

a. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

b. The District warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.

c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

d. This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

e. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

f. 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 venturers between the parties hereto or as constituting the District as the agent or representative of the CRA for any purpose or in any manner whatsoever.

16. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
City of Orlando Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

AND

Office of Economic Development Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

District: Executive Director
201 South Orange Avenue, #102
Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

INC. **CITY DISTRICT,**
By _____

WITNESSES:

(1) _____ (2) _____
Print Name: _____ Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____ (name of person) as the _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for City District, Inc.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____:

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Buddy Dyer
Chairman

ATTEST:

By: _____
Thomas C. Chatmon, Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Buddy Dyer and Thomas C. Chatmon, Jr., the CRA Chairman and CRA Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, who are both personally known to me.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2021.

Assistant City Attorney
Orlando, Florida

Exhibit “A”

About Us

The idea for the City District has been over a decade in the making. Conceived during the Great Recession of the early 2010s as merchant association Church Street District to serve businesses along Church Street, the district expanded in October of 2019 and rebranded to City District. City District is comprised of business owners and community partners working together to strengthen the economic vitality of Downtown Orlando. With the support from many of our local merchants, City District has continued to grow as an Orlando Main Street and nationally accredited member of Main Street America. Together, we build better businesses, are good neighbors, and strengthen the community at large.

Mission

City District is a nationally accredited Orlando Main Streets not-for-profit 501(C)(6) organization that promotes and advocates for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.

Vision

City District aspires to foster activity and prosperity among its stakeholders, and to be the premier downtown Orlando destination for visitors and locals alike by showcasing its homegrown businesses and exceptional surrounding venues. City District has hosted and will continue hosting quality events and preserving the iconic history and culture of our community while embracing extraordinary growth.

City District offices are currently located within the CRA boundaries at the Discover Downtown Information Center on the corner of Orange Avenue and Church Street.

Exhibit “B”
Performance Standards

- The District will uphold its mission to promote and advocate for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.
- The District will have an office presence within the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will host events related to its strategic priorities (Promotion, Economic Vitality and Design).
- The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/DDB/CRA sponsored events and other relevant events.
- The District will collaborate with the CRA to assist, as appropriate, in implementing the Redevelopment Plan.
- The District will coordinate with the CRA staff to determine a manner in which to assist the DDB/CRA’S Downtown Information Center in welcoming new businesses to the district.
- The District will assist the CRA in clean-up/beautification initiatives.
- The District will provide affordable and/or sponsored membership opportunities for Parramore businesses.
- The District will host quarterly lunch and learn sessions or equivalent events.
- The District will conduct the From the HEART annual district meeting.
- The District will provide the CRA with opportunities to participate in District hosted events and will recognize the CRA as sponsors of selected events, displaying the DDB/CRA logo on event related marketing materials, including spotlights in social media and newsletters. CRA will also be provided a table at the From the HEART annual meeting and two tickets to any lunch and learn or equivalent ticketed event.
- The District may conduct public improvement and beautification projects which may include any of the following:
 - Banners, including installs, removals, and replacements
 - Holiday Decoration Install
 - Plants and Planter Pots
 - Sidewalk Cleaning
 - Special Event Clean up

- Any other public improvement project or beautification project specifically approved by the CRA’s Executive Director

Exhibit “C”

City District FY20/21 Funding Agreement Benchmarks Report

Term: October 1, 2021 to September 30, 2022

Submitted By: _____

Date Submitted: _____

Reporting Quarter (circle one):

1st

2nd

3rd

4th

<u>Program Benchmarks</u>	<u>Circle one</u>	<u>How? Why? Event. Details.</u>
The District will uphold its mission to promote and advocate for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.	Yes No	
The District will have an office presence within the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.	Yes No	
The District will host events related to its strategic priorities (Promotion, Economic Vitality and Design).	Yes No	
The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/DDB/CRA sponsored events and other relevant events.	Yes No	
The District will collaborate with the CRA to assist, as appropriate, in implementing the Redevelopment Plan.	Yes No	
The District will coordinate with the CRA staff to determine a manner in which to assist the DDB/CRA’S Downtown Information Center in welcoming new businesses to the district.	Yes No	
The District will assist the CRA in clean-up/beautification initiatives.	Yes No	

The District will provide affordable and/or sponsored membership opportunities for Parramore businesses.

Yes No

The District will host quarterly lunch and learn sessions or equivalent events.

Yes No

The District will conduct the From the HEART annual district meeting.

Yes No

The District will provide the CRA with opportunities to participate in District hosted events and will recognize the CRA as sponsors of selected events, displaying the DDB/CRA logo on event related marketing materials, including spotlights in social media and newsletters. CRA will also be provided a table at the From the HEART annual meeting and two tickets to any lunch and learn or equivalent ticketed event.

Yes No

The District may conduct public improvement and beautification projects which may include any of the following:

o Banners, including installs, removals, and replacements

o Holiday Decoration Install

o Plants and Planter Pots

Yes No

o Sidewalk Cleaning

o Special Event Clean up

o Any other public improvement project or beautification project specifically approved by the CRA's Executive Director