AGREEMENT FOR PARTICIPATION IN THE ORLANDO E-STREET PROGRAM BETWEEN THE CITY OF ORLANDO AND ORLANDO TECH, INC.

THIS AGREEMENT is made and entered into this ___ day of _____, 2014, between the **City of Orlando, Florida**, a municipal corporation existing by virtue of the Laws of the State of Florida (hereinafter referred to as "the City"), the address of which is Orlando City Hall, 400 S. Orange Avenue, Orlando, Florida 32801, and the participating virtual community district, **Orlando Tech, Inc.** (hereinafter referred to as "Orlando Tech"), a Florida not-for-profit organization, the address of which is 101 South Garland Avenue, Ste. 301, Orlando, Florida 32801.

WITNESSETH

WHEREAS, in accordance with the Resolution adopted by the City Council, the City's Economic Development Department developed a new citywide program with the goal of helping to develop stronger and more vibrant neighborhood commercial districts; and

WHEREAS, in conjunction with assistance from the National Trust Main Street Center, the City established the Orlando Main Street Program, which offers designated neighborhood commercial districts training, technical assistance, and staff support in order to promote and achieve a successful neighborhood commercial district; and

WHEREAS, the National Trust Main Street Center has appointed the City of Orlando as the citywide coordinating agency to administer the Orlando Main Street Program on their behalf; and

WHEREAS, Orlando Tech is a community built organization with a vision to inspire and empower the Orlando technology community through tools, resources, and events that work to connect, promote, and foster the growth of tech companies in the Orlando area; and

WHEREAS, because Orlando Tech is not eligible for national accreditation as a Main Street, they will be considered an E-Street under the Orlando Main Street program (hereinafter referred to as "OMS Program") for FY 2014-2015, and receive certain funding and support to facilitate participation and success as an E-Street in the OMS Program;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to the following terms and conditions:

Section I: Duties and Responsibilities of the City.

1. Preamble. The above recitals are true and correct and represent the determinations and findings of the City Council of the City of Orlando, Florida, and are incorporated herein and made a meaningful part of this Agreement.

2. Funding. The City has appropriated for the period commencing July 1, 2014 and ending September 30, 2015, the total sum of Fifty Thousand Dollars and No Cents ($50,000.00) to be administered and disbursed to Orlando Tech 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 Orlando Tech in five (5) equal installments of $10,000.00 on a quarterly basis, beginning on July 1, 2014 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 Section II, paragraph 7 of the Agreement;

    (b) Continued utilization of the Main Street Four Point Approach and Eight Principles (see Attachment "B") when applicable to an E-Street;

    (c) Compliance with the terms and conditions of the Agreement;

    (d) Continuing faithful and timely performance of all of the provisions of this Agreement by Orlando Tech.

4. OMS Basic Training. The City shall conduct an OMS Basic Training for all staff, volunteers, board members, committee members, and municipal government representatives of Orlando Tech and provide all necessary materials related to training.

5. OMS Orientation. The City shall conduct an orientation for all staff of Orlando Tech upon any staff turnover.

6. Training. The City shall conduct training opportunities for Orlando Tech, and one on-site training session in the community entitled "Program of Work," which will provide for the development of goals, objectives and annual work planning. The City shall conduct this on-site session during the term of the original Agreement and shall conduct such additional sessions as it deems appropriate. The City shall also provide guidelines and other materials designed to assist in the educational process.

7. Workshops. The City shall conduct meetings and workshops to further develop and refine the skills of staff, board members, committee members, and municipal government representatives of Orlando Tech.

8. Assistance. The City shall provide advice, technical assistance, limited design assistance, and on-site visits to Orlando Tech on a continuing basis, as requested by Orlando Tech. The City shall also facilitate and promote ongoing press coverage of Orlando Main Street and its individual programs. Further, the City shall provide access to resource materials, including audio-visual and published materials relating to virtual communities and revitalization on a loan basis.

9. Evaluation. The City shall conduct an annual program review to evaluate Orlando Tech's progress for the prior 12-month period. The review shall include an on-site visit, utilizing the criteria for accreditation as a National Main Street Program (see Attachment "C") when applicable to an E-Street.

Section II: Duties and Responsibilities of Orlando Tech, Inc.

1. Staff. Orlando Tech shall employ paid professional staff, including a director, who will be responsible for its day-to-day administration. The City's Coordinator will participate in the hiring process of the director of Orlando Tech in a consulting and advisory capacity. The director of Orlando Tech must be paid for a minimum of 40 hours per week. No third party contracts for management services will be permitted. In the event the director's position is vacated during the term of this Agreement, Orlando Tech agrees to fill the position with assistance and participation from the City's Coordinator within one hundred twenty (120) days of the date of vacancy. Orlando Tech shall also provide access to the Internet and email for all of its staff members.

2. Nondiscrimination. Orlando Tech agrees to employ its staff 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. Orlando Tech agrees that compliance with this provision constitutes a condition to continued receipt of Funds. Orlando Tech further 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.

3. OMS Orientation. Orlando Tech shall send its staff members to the Orlando Main Street Orientation at the first available session offered by the City.

4. Maintenance. Orlando Tech shall raise and expend funds and in-kind services to support its continued participation in the OMS Program, including but not limited to maintaining an office with the necessary travel and operating budget. Orlando Tech shall present its budget and financial statement to the City at the time of the City's annual evaluation specified in Section I, paragraph 9 of this Agreement.

5. Work Plan. Orlando Tech shall implement a comprehensive approach to community development adapting the Four-Point Approach recommended by the National Trust Main Street Center and Orlando Main Street, which is attached hereto as Attachment "B", to meet the needs of an E-Street. This includes the development of annual written work plans for Orlando Tech and the establishment of a strong, broad-based organizational system to include but not limited to the following committees: organization, promotion, design, and economic development. Orlando Tech shall submit its work plan to the City for review at the time of the City's annual evaluation specified in Section I, paragraph 9 of this Agreement.

6. Target Area. Orlando Tech shall concentrate the OMS Program activities within the boundaries of the target area that are designated by Orlando Tech and approved by the City.

7. Reports. Orlando Tech shall maintain data for monitoring its progress, submit quarterly progress reports using formats provided by the City, and provide such other information as requested by the City on or before the deadlines set forth in Attachment "D". **Failure to submit quarterly progress reports may jeopardize standings with Orlando Main Street and will result in quarterly payments being withheld.**

8. Accounting and Audit: Orlando Tech 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 Orlando Tech as a result of a City audit shall be the sole responsibility of and shall be borne by Orlando Tech. In addition, should Orlando Tech provide any or all of the Funds to sub-recipients, then and in that event Orlando Tech 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 Orlando Tech.

9. Meetings. Each participating neighborhood commercial district and virtual community district will be required from time to time to host all participating districts at an on-site meeting with the City. If Orlando Tech is hosting such a meeting, it shall be responsible for scheduling and arranging such meeting at the office of Orlando Tech. Any materials required for the meeting must be submitted to the City at a reasonable time prior to the meeting. If food and beverage is required, it shall be Orlando Tech's responsibility to arrange and provide for it.

10. Information. Orlando Tech shall maintain communication with the City Coordinator and keep the City Coordinator well informed regarding ongoing activities by providing the City Coordinator with one (1) copy of any materials and/or publications relating to the Orlando Tech's Program, sent via U.S. mail, facsimile transmission or Internet correspondence. Materials include board meeting minutes, committee meeting minutes, approved budgets, local training flyers, newsletters, and other promotional materials, program of work, and membership lists. Orlando Tech shall provide analytics access to web and social media accounts to the City of Orlando staff.

    Orlando Tech agrees to establish social media guidelines that will address how to remove posts or comments that are defamatory to the City of Orlando, City of Orlando Staff, Orlando Tech or Orlando Tech members. Orlando Tech will be required to submit these guidelines to the City within thirty (30) days of the effective date of this agreement.

11. By-Laws. Orlando Tech shall abide by and comply with its by-laws at all times. Orlando Tech shall also provide a copy of its by-laws, and any and all updates and amendments thereto, to the City Coordinator.

12. Training. Orlando Tech shall comply with the City's training requirements.

13. Insurance. Orlando Tech shall have in force the following insurance coverage, and shall provide the Manager of the City's Economic Development Department, or his/her designee, with Certificates of Insurance within thirty (30) days of the beginning of the term of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alternations in the coverage without providing thirty (30) days written notice to the City:

    (a) Commercial General Liability – Orlando Tech 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 $500,000 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 – If Orlando Tech's activities include or require the hiring of a vehicle, Orlando Tech shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than $500,000 Combined Single Limit (CSL) bodily injury and property damage, it its equivalent.

(c) Workers' Compensation – Orlando Tech shall provide Workers' Compensation coverage for all employees in accordance with Florida law 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 – Orlando Tech shall provide not less than $10,000 coverage limit. The City of Orlando shall be named as an additional insured.

14. Matching. Orlando Tech is required to match the City's contribution of Funds and provide to the City the necessary financial documents showing such match no later than September 30, 2015. If Orlando Tech fails to meet this requirement, it shall be removed from the Orlando Main Street Program.

15. Board Members. Orlando Tech may provide at least one (1) non-voting membership on its board of directors for a City representative for the duration of this Agreement. The City may make recommendations for this board membership to Orlando Tech's President or Executive Director. Any and all recommendations will be presented to Orlando Tech's board of directors for approval. The City representative shall be a non-elected member of City staff and shall enjoy the same rights and privileges with regard to discussion on issues before the board as other general members of the Orlando Tech board.

Section III: Miscellaneous.

1. Term. The term of this agreement shall be for one year, beginning July 1, 2014 and ending September 30, 2015.

2. Renewal. Subject to approval and allocation of funding for the OMS Program by City Council, this Agreement shall be renewed under the same terms and

conditions contained herein by the first day of October of each fiscal year, unless written notice of termination is received by either party thirty (30) days prior to the date of expiration of this Agreement.

3. Termination. In the event funds anticipated for continued fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City Council to appropriate funds for continuation of the Agreement, or discontinuance or material alteration of the OMS Program for which funds were provided, then the City shall have the right to amend or terminate this Agreement without penalty by giving Orlando Tech not less than fifteen (15) days written notice.

4. Default. The following shall constitute an Event of Default under this Agreement:

   (a) Orlando Tech's failure to comply with the requirements of the OMS Program in accordance with the terms and conditions of this Agreement;

   (b) Orlando Tech makes a material representation in any certification or communication submitted by Orlando Tech 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) Orlando Tech'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 by giving fifteen (15) days notice and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law, or under common law.

5. Indemnity. Orlando Tech agrees to indemnify, hold harmless, and defend the City, including its agents, employees, and elected and appointed officials, from and against any and all claims, liabilities, losses, or causes of action, which may arise from any negligent act, or omission of Orlando Tech, including its agents, servants, or employees.

6. Nonprofit Status. Orlando Tech shall maintain its non-profit status in the State of Florida throughout the term of this Agreement. If Orlando Tech should, during the term of this Agreement, lose its 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 Orlando Tech. Orlando Tech shall provide to the City Coordinator annually copies of the requisite documentation filed with the state and federal governments to maintain non-profit status.

7. Nonassignability. Orlando Tech 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.

8. 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 Orlando Tech as the agent or representative of the City for any purpose or in any manner whatsoever.

9. Governing Law. The laws of the State of Florida shall govern this Agreement, and the venue for any dispute or cause of action arising from operation of this Agreement shall be had in Orange County, Florida. Orlando Tech agrees to comply with all provisions of applicable law, including the Orlando City Code.

10. Savings Clause. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect.

11. Merger and Amendment. The City and Orlando Tech agree that this Agreement sets forth the entire understanding and agreement between the parties as it relates to the subject matter found herein. Amendment to this Agreement shall be by written instrument executed by the parties hereto.

12. Notices. All notices required or anticipated under this Agreement shall be sent certified mail, return receipt requested, and to the following respective offices:

City: The City of Orlando Planning Division
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801

District: Orlando Tech, Inc.
Attn: Carlos Carbonell, President

101 South Garland Avenue, Ste. 301
Orlando, Florida 32801

IN WITNESS WHEREOF, the City of Orlando, Florida and Orlando Tech, Inc. have caused their hands and seals to be affixed below, and have duly executed this Agreement on the date 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.
_____, 2014.

_____
Assistant City Attorney
City of Orlando

Orlando Tech, Inc.
a Florida non-profit corporation,

By: _____
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 Orlando Tech, Inc. and acknowledged before me that they executed the foregoing instrument on behalf of said corporation 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 _____, 2014.

_____
NOTARY PUBLIC
Print Name: _____
My Commission Expires: