



**2014-2015 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO AND
THE NATIONAL CENTER FOR SIMULATION**

THIS AGREEMENT is entered into this _____ day of _____ 2014, 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 National Center for Simulation**, a Florida business (hereinafter referred to as "the Agency"), with a principal address of Post Office Box 781342, Orlando, Florida 32878-1342.

WITNESSETH

WHEREAS, the Agency has applied to the City for a donation of funds 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, 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 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 has appropriated for the period commencing October 1, 2014, and ending September 30, 2015, the total sum of Fourteen Thousand, Nine Hundred Sixty Dollars and 00/100 (\$14,960.00) 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 four (4) equal installments of \$3,740.00 on a quarterly basis beginning, November 30, 2014, unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Director of the Management, Budget and Accounting Department 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 8 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 October 1, 2014 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 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 fund raising 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 Director 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 \$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 -- 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 \$500,000 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: The National Center for Simulation
Post Office Box 781342
Orlando, Florida 32878-1342

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.
_____, 2014.

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 _____, 2014.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

THE NATIONAL CENTER FOR SIMULATION

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, _____, well known to me and by me to be the _____ of _____, and acknowledged before me that they executed the foregoing instrument on behalf of The National Center For Simulation, 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: _____

EXHIBIT "A"



National Center For Simulation

P.O. Box 781342
Orlando, FL 32878-1342
Voice: 407/384-6111
Fax: 407/384-0043
email: NCS@simulationinformation.com
Website: www.simulationinformation.com

May 27, 2014

City of Orlando
Economic Development Department - Office of the Director
P. O. Box 4990
Orlando, FL 32802-4990

Subject: Funding Request, FY 2014/2015

Dear Ms. Wilder: *ANYA*

The National Center for Simulation (NCS) in partnership with the City of Orlando hereby submits its annual Funding Request for FY 2014/2015. Detailed below are the activities and services we plan to conduct and/or provide in FY 2014/2015. As requested, the most recent audited financial statement and certificate of insurance are included.

NCS requests the following level of funding for FY 2014/2015.

Amount Requested: \$14,960.

Planned Services and Activities and Performance Objectives:

1. Support for the Digital Media Industry in Orlando and Convergence with the Simulation cluster

- Our goal here is to continue to bridge the gap between our traditional defense-oriented simulation and training industry and our digital media industry here in Orlando.
 - Commit to a cash sponsorship donation and provide in-kind support through participation on the Advisory Board of the annual Orlando Science Center OTRONICON Event.
 - Organize, plan and execute the 2014 Defense GameTech Users' Conference to explore and showcase opportunities to leverage serious games, virtual world technologies and mobile applications to train and educate America's war fighters and

increasingly America's civilian workforce.

- Support the activities and events planned by the Digital Media Alliance of Florida (DMAF).
- Continue engagement and dialogue with DMAF aimed at a possible merger of the two Associations. Merger would provide DMAF office space infrastructure and a small full time staff to support advocacy and outreach and would go a long way toward supporting convergence of the two Industry clusters. DMAF does not appear to be active—resurrecting this dialogue could re-energize their support to the Digital Media cluster in Orlando.

2. Support for Middle School and High School Simulation and Technology Programs

- Our goal here is to provide students in our middle schools and high schools a glimpse at a possible career opportunity in the Central Florida modeling, simulation and training (MS&T) industry cluster. By doing so, we hope to excite our students to pursue a Science, Technology, Engineering or Mathematics (STEM) degree program to prepare them for a future career in MS&T.
- Sponsor and support local middle school and high school programs especially those that include simulation and related technologies (e.g. digital media, robotics, gaming, etc.). This will include support to existing simulation technology focus/magnet programs and field trips that provide hands-on opportunities that not only build awareness but also get students (and teachers) excited about opportunities in the simulation industry.
- Sponsor and support local school programs (Middle & High School) promoting/advancing Science, Technology, Engineering and Mathematics (STEM) programs and education.
- Organize and sponsor field trip(s) to the Central Florida Research Park, the annual Defense GameTech Users' Conference, the annual Interservice/Industry Simulation, Training & Education Conference (I/ITSEC) and to Industry partner facilities.

3. Travel in Support of Federal Appropriations Requests and efforts to protect, grow and enhance the Modeling, Simulation and Training Industry (MS&T) in Orlando.

- Our goal here is to educate and inform elected officials at every level of the power of simulation as a cost effective alternative to costly live training in the current austere budget environment. In addition, we want to ensure they understand just how big the MS&T cluster in Orlando is and how important it is to a more diversified Florida economy.
 - NCS will continue to be aggressive in pursuit of new federal funding for important defense R&D initiatives, especially those which help us to diversify our defense simulation sector, and advance the state-of-the-art of modeling and simulation (M&S).
 - Travel to Washington, D.C., Tallahassee and other key locations to promote M&S projects and initiatives.

4. Spearhead the Metro Orlando Defense Task Force (MODTF) initiatives to protect, grow and enhance the MS&T Industry in Orlando.

- Our goal here is to protect, grow and enhance Team Orlando/NSA Orlando and the MS&T industry in Orlando by mitigating the impacts of DoD budget cuts, sequestration and future rounds of Base Realignment and Closure (BRAC).
 - Serve as the MODTF project director.
 - Plan, organize and execute monthly MODTF meetings.
 - Continue to actively recruit civic leader champions to promote MODTF activities/initiatives.
 - Continue to actively recruit Central Florida stakeholders to help fund and execute MODTF activities/initiatives
 - Act as the principal liaison to the Orange County Mayor's M&S Blue Ribbon Commission.
 - Act as the principal liaison to Governor Scott's Florida Defense Support Task Force.
 - Keep the Task Force informed of MODTF activities/ initiatives.

- Develop annual FDSTF grant requests and defend the requests for matching State money to help fund MODTF activities/initiatives.
- Execute annual grants on behalf of the MODTF and submit quarterly grant reports to Enterprise Florida.
- Act as the principal liaison to the Principi and Spectrum Groups (under contract with the State of Florida) to ensure our collective efforts to protect, grow and enhance Team Orlando/NSA Orlando are synchronized.
- Develop, execute and manage specialist support contracts (e.g. PR/Communications, special studies, commercial real estate, etc.), where required, on behalf of the MODTF.
- Continue to lead the advocacy effort to build community and State Legislature support for advancing the MODTF number 1 priority: to acquire (build and/or buy) 200,000 – 300,000 sq ft of additional office space to get Team Orlando Federal Employees out of leased office space. Reliance on costly (\$5.4 million per year) leased office space in the Research Park is a critical Base Realignment and Closure (BRAC) vulnerability that must be solved before a decision is made by the House and Senate to conduct another round of BRAC (possibly in 2017). Even absent a decision to authorize another round of BRAC, the individual services could realign Team Orlando organizations even without the authority of BRAC.
 - This year (2014) the State Legislature has appropriated \$8 million to get the MODTF started in acquiring the required office space. But this is only a start—the MODTF must remain active to secure another appropriation in 2015 and possibly beyond to complete the task. To erase the current 200,000 sq ft Team Orlando office space shortfall and set the conditions to grow the MS&T industry in Orlando, we need a total of \$60 million. That level of funding will require continued commitment of MODTF stakeholders to sustain the momentum we have generated thus far and to ensure continued financial support from the Florida Legislature.

5. Promotion of Medical Modeling, Simulation and Training (MS&T) initiatives and Lake Nona's Medical City

- Our goal here is to create greater synergy between the MS&T industry and the world class medical cluster at Lake Nona. In so doing, we hope to drive the future of medical MS&T and medical education and tourism through targeted conferences.
 - NCS will continue to pursue federal funding for important R&D initiatives that advance the state-of-the-art of Medical MS&T.
 - NCS will sponsor, organize and participate in medical simulation conferences (e.g. the annual Medical Technology, Training, & Treatment Conference ((MT3)) and other related events.

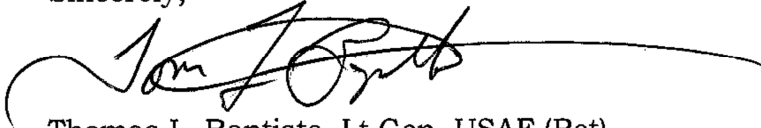
6. 2014 Interservice, Industry, Training, Simulation & Education Conference (I/ITSEC) Participation

- Our goal here is to leverage I/ITSEC to showcase Orlando as the epicenter of the world for MS&T. Through our Partnership booth we showcase an environment of collaboration, cooperation and partnership that is a hallmark of the Orlando community.
 - Organize and sponsor a special event (e.g. medical simulation, serious games, etc.) during the annual I/ITSEC Conference held at the Orange County Convention Center.
 - Organize a partnership display booth at I/ITSEC to promote the MS&T Industry cluster and other high tech opportunities in Orlando and Central Florida. Booth partners will include but not be limited to: National Center for Simulation (NCS), University of Central Florida, Institute for Simulation & training (UCF/IST), the Florida High Tech Corridor Council (FHTCC), Enterprise Florida (EFI), Duke Energy, International Council of Systems Engineers (INCOSE), Orlando Chapter and the Metro Orlando Economic Development Commission (EDC). Other organizations may be included as agreed by the primary stakeholders. Each partner will be assessed a cost share to reduce the financial burden on all participating organizations.
 - Support efforts by the FHTCC through their techPATH program to bring students from surrounding schools to

I/ITSEC each year.

Thank you very much for the honor and privilege of working with the City of Orlando. I trust you will find this request sufficient for approval. If you need any further information, please call me at (office direct) 407-882-0690 or (cellular) 407-690-7740.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Baptiste", with a long horizontal flourish extending to the right.

Thomas L. Baptiste, Lt Gen, USAF (Ret)
President/ Executive Director

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 (10/1/2014-12/31/2014)	1/15/2015
Second Quarter (1/1/2015-3/31/2015)	4/15/2015
Third Quarter (4/1/2015-6/30/2015)	7/15/2015
Fourth 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”

National Center For Simulation City of Orlando Funding Agreement Performance Measures – 2014/2015

National Center for Simulation

- Number of OTRONICON attendees
- Number of DMAF events sponsored and/or attended
- Number of events sponsored located within the City of Orlando
- Number of overall event attendees for the quarter
- Number of City of Orlando students that participate in technology and simulation/technology related programs.
- Number of federal funding requests submitted and/or approved
- Number of I/ITSEC Conference attendees