



**2014-2015 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO AND THE  
FLORIDA CITRUS SPORTS ASSOCIATION, INC.**

**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 **Florida Citrus Sports Association, Inc.**, a not-for-profit Florida corporation (hereinafter referred to as "the Agency"), with a principal address of One Citrus Bowl Place, Orlando, Florida 32805-2576.

**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 Fifty Thousand and 00/100 Dollars (\$50,000.00)

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 one payment of \$50,000.00 on February 28, 2015. Payment 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 and any additional contributions. 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. **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.

6. **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.

7. **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.

8. **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.

9. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing October 1, 2014 and terminating September 30, 2015.

10. **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.

11. **INDEMNIFICATION.** The Agency agrees to indemnify and save 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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: Steve Hogan, Executive Director  
 Florida Citrus Sports Association, Inc.  
 One Citrus Bowl Place  
 Orlando, Florida 32805-2576  
[shogan@fcssports.com](mailto:shogan@fcssports.com)

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

**FLORIDA CITRUS SPORTS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Executive Director/President  
Federal ID No. 59-1058144

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 \_\_\_\_\_, 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:



# City of Orlando Partnership Proposal

## About Florida Citrus Sports

Florida Citrus Sports is a 501(c)3 not-for-profit membership organization dedicated to increasing community spirit and pride, promoting tourism, stimulating economic development and ultimately benefiting charities, educational institutions and the quality of life in Orlando through its signature events, which include the Capital One Bowl, Russell Athletic Bowl and Florida Citrus Parade.

Through its Foundation, Florida Citrus Sports gives back to the Orlando community with programs focused on disadvantaged children, including a free summer camp program, partnership with Take Stock In Children and "Day for Kids" events that connect local youth with players from participating bowl teams. In 2014, the FCSports Foundation mission will be focused on stimulating transformative change in the area closest to the Citrus Bowl, which was recently rated among the poorest in Central Florida according to the Orlando Business Journal.

## Funding Request

For its 2014-15 fiscal year, Florida Citrus Sports is requesting \$50,000.00 in funding from the City of Orlando for support of two of those signature events: The Russell Athletic Bowl and the Florida Citrus Parade

## Services Provided – Event Exposure & Marketing

For the requested funding, the City of Orlando will receive the following from Florida Citrus Sports:

- Four (4) :10 promotional mentions featuring the City of Orlando during the Russell Athletic Bowl telecast. The Russell Athletic Bowl will be broadcast live from the Citrus Bowl in Downtown Orlando on December 29, 2014.
- One (1) Citrus Float entry in the Florida Citrus Parade. The parade takes place through the streets of Downtown Orlando (typically Orange Avenue, Anderson Street and Rosalind Avenue) on December 30, 2014.
- One (1) minute of television exposure (with anchor/broadcast talent voiceover) for the above Citrus Float during the syndicated television broadcast of the Florida Citrus Parade. The parade broadcast typically airs between December 31 and January 3 in markets across the country and beyond. This minute of exposure will also include a message from the City of Orlando.
- One (1) :30 second television commercial during the syndicated Florida Citrus Parade broadcast.

Additionally, the Capital One Bowl, Russell Athletic Bowl and Florida Citrus Parade provide Orlando with combined television exposure valued at nearly \$8.5 million according to a 2013 Joyce Julius report.

## Budget & Planned Expenditures

FCSports' primary funding sources are ticket sales (including local support) and sponsorship revenue for its various events, including television revenue for the bowl games.

The Russell Athletic Bowl projects a gross revenue of \$8.6 million against expenses of \$7 million for a net income of \$1.6 million in 2014, a 9% increase from 2013. The primary source of this increase is additional ticket sales and television revenue related to the game's improved status in the college football postseason that begins in 2014. The Florida Citrus Parade projects a gross revenue of \$449,700.00 against expenses of \$494,280.00 for a net deficit of \$44,580.00 in 2014, a 5.5% reduction from 2013's deficit.

Both events are part of the larger Florida Citrus Sports budget, which has averaged \$24 million in gross revenue with a net income of \$800,000 over the past three years. In 2014, FCSports projects a net income of \$400,000. The organization receives no other public money for its own operations on an annual basis.

EXHIBIT "A"

## **EXHIBIT "B"**

A progress report on the items specified in Exhibit "A" is due in the City of Orlando Economic Development on February 15, 2015, and should include information on services provided with City of Orlando.

The report should also document the supporting contributions and additional "pass through" contributions to the Florida Citrus Sports Association in accordance with paragraphs two and four of the agreement.

Mail or Fax the progress report to:

City of Orlando  
Economic Development Department  
P.O. Box 4990  
Orlando, Florida 32801  
Attn: Economic Development Director

Phone: (407) 246-2821  
Fax: (407) 246-2848

## **EXHIBIT “C”**

### **Florida Citrus Sports**

#### **City of Orlando Funding Agreement Performance Measures – 2014/2015**

- Direct exposure value for Orlando from Russell Athletic Bowl and Orlando Citrus Parade
- Number of City of Orlando mentions
- Provide a minimum of 2 minutes of screen exposure time for City of Orlando during Russell Athletic Bowl and Orlando Citrus Parade