

Charlotte Manley
Chair
South Downtown Orlando Main Street
55 W. Crystal Lake Street
Suite 30
Orlando, Florida 32806
October 17, 2014

Rex V. McPherson, II
Chair
Downtown South NID Advisory Council
13100 W. Colonial Drive
Winter Garden, FL 34787

Dear Rex:

Pursuant to our prior conversation, the following are the Term and Conditions for a proposed Management Agreement between the **Downtown South Neighborhood Improvement District (“DSNID”)**, a Local Government Neighborhood Improvement District (LGNID) as authorized by Florida law and **South Downtown Orlando Main Street**, a Florida non-profit corporation.

This correspondence outlines the complete scope of work you requested, including objectives, identification of responsibilities, and estimated fees.

SCOPE OF SERVICES

To implement the overall administration, financial management, and day-to-day activities of the DSNID in accordance with the Downtown South Neighborhood Plan.

1. Program:

To administer the supplemental services as described in the Downtown South Neighborhood Plan through contracts approved by the Downtown South Neighborhood Improvement District Advisory Council for the first year of operations as more specifically described below:

- a. Prepare and recommend annual plans and operating budgets for review and approval by the DSNID Advisory Council. Assure adherence to these plans, maintaining all organizational records, and provide the Advisory Board with periodic management reports, operating statements, and cost and program analyses. These reports shall include, but not be limited to, narratives describing the programs progress and a certified financial report, a Statement of Revenues and Expenditures or any other task or directive as set forth by the DSNID Advisory Council.
- b. Arrange for the collection and disbursement of the DSNID fees, and all other charges, fees, and revenues of the DSNID.
- c. Implementation of Capital Improvement Projects as approved by the DSNID Advisory Council and Orlando City Council including, but not limited to, preparation and issuance of Request for Proposals (RFPs), Requests for Quotes/Qualifications (RFQs), and Grant Applications.

- d. Day to day project management of all Capital Improvement Projects, including but not limited to, project entitlement, assistance in project design and planning, and coordination of the project consultant team (land use attorneys, architects, engineers, etc.)
- e. Analyze development scenarios for new and existing district assets.
- f. Research and evaluate public and private funding opportunities at state and local levels for design assistance, building rehabilitation, parking and public improvements.
- g. Hiring of employees, agent and contractors needed to perform its function for the DSNID.
- h. Negotiate agreements with public and non-profit DSNID.
- i. Insure compliance with all aspects of the DSNID's contract with the City of Orlando including procurement of all goods and services and monitoring and maintenance of all vendor or contractor and consultant relationships.
- j. Coordination of all communication functions including, responding to elected officials, city agencies, DSNID members, media and other inquires, and writing annual reports, newsletters, and member bulletins.
- k. Improve and expand relationships with corporate, community, government, and instructional partners to carry out organizational mission and objectives.
- l. Act as a staff to the DSNID Advisory Council and its committees and serve as the Council's liaison to community and civic groups, government and elected officials.

2. Term of Agreement:

- a. The agreement shall be effective January 1, 2015 and shall run for a period of 1 year, with renewal contingent upon DSNID Advisory Council and South Downtown Orlando Main Street Board approval.
- b. Upon termination of the agreement, the South Downtown Orlando Main Street shall turnover to the DSNID all of the DSNID's books, records and documents maintained by the South Downtown Orlando Main Street, and the DSNID shall turn over to the Downtown South Orlando Main Street any amounts due to the Downtown South Orlando Main Street after return of all books, records and documents.

3. Insurance:

Throughout the period of performance, the South Downtown Orlando Main Street shall maintain (i) Commercial General Liability coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Person Injury with a limit of not less than \$500,000 Combined Single Limit bodily injury and property damage, or its equivalent with City of Orlando and Downtown South Neighborhood Improvement District named as an additional insured; (ii) Workers' Compensation coverage for all employees in accordance with Florida law with a

statutory limit for Workers' Compensation and \$100,000 for Employer's Liability; and (iii) Employee's Honesty Insurance of not less than \$100,000 coverage limit with City of Orlando and Downtown South Neighborhood Improvement District named as additional insured.

4. Compensation:

In consideration of the South Downtown Orlando Main Street performing the services of the Program (including, without limitation, all expenditures made pursuant to Section 1), the Downtown South Neighborhood Improvement District shall pay to the South Downtown Orlando Main Street fifty thousand (\$50,000) dollars for administrative services outlined in Section 1.

It is further understood that South Downtown Orlando Main Street will contribute an additional fifteen thousand (\$15,000) dollars towards the salary of the Executive Director selected to perform the services described in Section 1.

The parties will take appropriate steps to assure that Downtown South Neighborhood Improvement District's financial contribution and South Downtown Orlando Main Street's financial contribution are in the ratio of 3.33 / 1.0 with respect to their participation in the compensation of the Executive Director. If it is determined additional monies are needed to adequately compensate the Executive Director selected to perform the services as described herein, each party will contribute their respective percentages; provided, however, in no event shall the additional financial contribution of South Downtown Orlando Main Street exceed five thousand (\$5,000) dollars unless authorized by the South Downtown Orlando Main Street Board.

5. Executive Director Candidate Selection:

It is anticipated that the Downtown South Neighborhood Improvement District Advisory Council Chair, Rex V. McPherson, II, and South Downtown Orlando Main Street Chair, Charlotte A. Manley, (along with technical assistance from City of Orlando Economic Development Coordinator, Pauline Eaton), will participate in the hiring and candidate selection of the Executive Director position.

This proposal is not intended to create any legal rights or obligations between the parties. Any agreement between the parties shall be subject to Downtown South Neighborhood Improvement District Advisory Council approval, the approval of South Orlando Main Street Board, approval from the City of Orlando, and to the full execution of a Management Agreement.

Sincerely,



Charlotte A. Manley
Chair
South Downtown Orlando Main Street