



**2015-2016 EVENTS FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO
AND LAKE NONA INSTITUTE, INC.**

THIS AGREEMENT is entered into this _____ day of _____ 2015, 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 **Lake Nona Institute, Inc.**, a not-for-profit Florida corporation (hereinafter referred to as "Lake Nona Institute"), with a principal address of 9801 Lake Nona Road, Orlando, Florida 32827.

WITNESSETH

WHEREAS, Lake Nona Institute has applied to the City for a donation of funds to sponsor the Lake Nona Impact Forum set forth in Exhibit "A" (hereinafter referred to as "the Impact Forum" or "the forum") attached hereto and incorporated herein by this reference; and

WHEREAS, the City has determined that there is a public need for the Impact Forum in order to promote the general health, welfare and/or safety of the community and that hosting this forum is in the best interests of the City, and to that end, the City has appropriated funds to be donated to Lake Nona Institute for the forum; and

WHEREAS, Lake Nona Institute has available the necessary qualified and trained personnel, facilities, materials and supplies to host the Impact Forum as set forth in this Agreement; and

WHEREAS, the City desires to enter into an agreement with Lake Nona Institute whereby Lake Nona Institute will receive and disburse said funds of the City for the purpose of hosting the Impact Forum in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises, 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 the total sum of Ten Thousand Dollars and No Cents (\$10,000.00) to be used by Lake Nona Institute solely for the purposes set forth herein

(hereinafter "Funds"). Subject to the provisions of this Agreement, the City shall contribute the Funds to Lake Nona Institute for the Lake Nona Impact Forum.

3. **PAYMENTS.** Subject to the provisions of this Agreement, the Funds shall be dispersed in one lump sum payment to Lake Nona Institute on November 30, 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, if any, as set forth in Paragraph 7 of this Agreement;

(c) compliance with such other reporting and administrative requirements specifically set forth in this Agreement; and

(d) continuing faithful performance of all of the provisions of this Agreement by Lake Nona Institute.

4. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORTS.** Lake Nona Institute agrees to submit to the Manager of Economic Development or his/her designee, progress and expenditure summary that shall include an evaluation of the Impact Forum and shall detail the expenditure of the Funds within thirty (30) days from the date the forum. Failure to comply with this requirement shall constitute grounds for termination of this Agreement and may result in the City seeking reimbursement of Funds.

5. **NONPROFIT STATUS.** Lake Nona Institute shall maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If Lake Nona Institute 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 either discontinue distribution of Funds to Lake Nona Institute or seek reimbursement of Funds.

6. **NONDISCRIMINATION.** Lake Nona Institute agrees to host the forum 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. Lake Nona Institute agrees that compliance with this provision constitutes a condition to receipt of Funds.

7. **ACCOUNTING AND AUDIT.** Lake Nona Institute 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 made available for 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 Lake Nona Institute as a result of a City audit shall be the sole responsibility of and shall

be borne by Lake Nona Institute. In addition, should Lake Nona Institute provide any or all of the Funds to sub-recipients, then and in that event Lake Nona Institute 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 Lake Nona Institute.

8. **MONITORING.** Lake Nona Institute shall permit the City to monitor the forum and/or interview Lake Nona Institute's employees in order to ensure compliance with the terms of this Agreement. Lake Nona Institute shall, to assist monitoring of the forum, provide to the City or the City's designee access to all relevant records, access to the forum, 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, 2015 and terminating March 31, 2016.

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.** Lake Nona Institute 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 Lake Nona Institute, Lake Nona Institute's performance of the forum 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) Lake Nona Institute's failure to utilize the Funds for the Impact Forum in accordance with the terms and conditions of this Agreement;
- (b) Lake Nona Institute makes or submits a material representation in any certification or communication to the City in an effort to induce the donation 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) Lake Nona Institute'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 either discontinue disbursement of the Funds or seeking reimbursement of 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.** Lake Nona Institute 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 Lake Nona Institute 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. Lake Nona Institute agrees to notify the City of an occurrence of any incident or action filed against Lake Nona Institute, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

18. **CORPORATE TABLES.** Lake Nona Institute 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 donation provided to Lake Nona Institute under this Agreement.

19. **INSURANCE.** Lake Nona Institute shall have following insurance coverage active throughout the duration of this Agreement, and shall provide Certificates of Insurance to the Manager 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 -- Lake Nona Institute 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 -- Lake Nona Institute 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 -- Lake Nona Institute 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 -- Lake Nona Institute 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)

LNI: Lake Nona Institute, Inc.
Gloria Caulfield, Executive Director
9801 Lake Nona Road
Orlando, Florida 32827

22. **FORCE MAJEURE.** The parties acknowledge and agree that unforeseen and uncontrollable Acts of God or acts of people may interfere with Lake Nona Institute's ability to perform its responsibilities and duties as required by this Agreement. Such occurrences may include, but is not limited to, hurricane, tornado, tropical storm, tropical depression, earthquake, flood, lightning, water damage, severe weather conditions, accidents to or failure of essential equipment or machinery, fire, labor controversy, riot, civil unrest, civil commotion, terrorist activity, war, acts of a public enemy, or major upheaval, law, enactment, rule, or order of any government, failure of essential technical facilities, failure or delay of essential transportation facilities, incapacity of essential personnel, or other cause of a similar or like nature not reasonably within the control of Lake Nona Institute and which Lake Nona Institute could not have avoided by exercise of reasonable and prudent diligence. In the event such an occurrence forces Lake Nona Institute to

cancel the Impact Forum, this Agreement is immediately terminated and Lake Nona Institute shall reimburse the Funds to the City within thirty (30) days from the date of cancellation.

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:

Celeste T. Brown, City Clerk

APPROVED as to form and legality,
for the use and reliance of the
City of Orlando, Florida only.
_____, 2015.

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 _____, 2015.

NOTARY PUBLIC
Print Name: _____
My Commission Expires:

LAKE NONA INSTITUTE, INC.

By: _____
Print Name: _____
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 Lake Nona Institute, Inc., and acknowledged before me that they executed the foregoing 2015-2016 Funding Agreement 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 _____, 2015.

NOTARY PUBLIC
Print Name: _____
My Commission Expires:

EXHIBIT “A”



COMMUNITY ADVOCATE SPONSOR
February 24-26, 2016 | Orlando, Florida

ENGAGEMENT

Delegate Attendees

- Two (2) delegate badges granting event access February 24-26, 2016
 - Each delegate badge is valued at \$2,000 and includes the following:
 - Access to event programming, including the Opening Reception, Thursday Evening’s Dinner and the Community Convergence Session
 - All meals during event
Two (2) breakfast, two (2) lunch, reception dinner and network dinner
 - Impact Forum Gifting Experience
- Four (4) invitations granting access to the Community Convergence Session taking place Friday, February 26

Logo & Branding Inclusion

- Digital Communications to Attendees (logo recognition)
 - Community Convergence invitation with agenda and program summary
- Printed Event Program—produced by Decanter Co.
 - Logo recognition on sponsor page
- Event Signage
 - Logo recognition on event sponsor signage
 - Logo recognition on Community Convergence printed program
 - Logo recognition on presentation screen during breaks

Total Sponsor Contribution: \$10,000



LAKE NONA INSTITUTE
IMPACT FORUM

2016 Advisory Board Overview

Lake Nona

On 11-square-miles in Southeast Orlando, a new kind of community has emerged. Designed from scratch and built by private investment organization Tavistock Group, Lake Nona has evolved into one of the nation's fastest-growing communities that inspires institutions, people and business to thrive.

Anchored by clusters of excellence in health, sports, education and technology, Lake Nona has been intentionally planned with a pervasive culture of health and wellness. Lake Nona's eco-system promotes activity, sustainability and social connection. A living lab, Lake Nona is defining what a healthy city can look like, where learning can be shared and reapplied in other communities.

World-class learning opportunities are numerous, as are trails, parks and lakes which characterize the landscape. Lake Nona offers an abundance of home options, diverse workspaces and recreational features. New retail and entertainment venues sit alongside Lake Nona Medical City, a life sciences cluster pioneering modern health care innovations. And ground was recently broken on the USTA's National Campus, The New Home of American Tennis, serving as the hub of Lake Nona's emerging Sports Innovation & Performance District.

Lake Nona Institute

The Lake Nona Institute is a non-profit, community-focused organization that incubates, activates and measures the impact of innovative technology and programs with the goal of becoming a global model for constructing healthy, sustainable and inspired communities. We facilitate initiatives based on three pillars: sustainability, education and health and wellness.

Our projects serve to promote awareness, empowerment and collaboration with the perspective that individuals have a profound impact on the community at large. Our mission is to work with Lake Nona residents and businesses to create a living laboratory where new initiatives can be activated and studied to promote measurable change.

By working with Lake Nona Medical City anchors and corporate partners including Johnson & Johnson, GE and GuideWell, we are establishing the perfect stage to shape our vision. Lake Nona is already being used to test products, enhance promising ideas and drive positive results.

Our collaborative efforts with Johnson & Johnson to host a multi-generational research project, the Lake Nona Life Project, will look to determine what factors make living a healthier, longer life more attainable for all. In conjunction with Cisco, Lake Nona has been named one of only nine Iconic Smart+Connected Communities in the world for our gigabit fiber infrastructure. This recognition has also led to the Lake Nona Institute's collaboration with the White House's US Ignite Program, to demonstrate the potential of high-speed networks and connected communities.

The result of these partnerships: lasting, positive impact and a chance at a better, healthier tomorrow.

Lake Nona Impact Forum at a Glance

Hosted by the Lake Nona Institute, the Lake Nona Impact Forum is committed to unlocking innovations to create sustainable health communities and advance quality of life by exploring the intersections of wellness, sustainable living and education.

An invitation only event, the Lake Nona Impact Forum convenes over 200 thought leaders from business, academia, government and industry who are driving innovative health and wellness solutions.

Drawing nationally recognized speakers, past events have included: Alex Gorsky, CEO & Chairman, Johnson & Johnson; Dr. Sanjay Gupta, Chief Medical Correspondent, CNN; Dr. Richard Carmona, 17th Surgeon General of the United States; Jim Courier, Captain, US Davis Cup Team; Arianna Huffington, Chair, President and Editor-in-Chief, Huffington Post Media Group; and The Honorable Robert McDonald, US Secretary of Veterans Affairs. Committed to Inspiring Health Innovation, the Lake Nona Impact Forum creates an intimate experience for thoughtful and collaborative conversation that will lead to action.

Creating the Experience

- We are about **Inspiring Health Innovation**.
- Our delegates will engage with some of the **best minds in the world** discussing **challenges and solutions** to the most pressing health and wellness issues.
- The experience will be **informative, memorable and impactful**.
- Delegates are **hand-picked** and invitations are **non-transferable**.



2015 Lake Nona Impact Forum

Session Themes and Topics

- A Vision of the Future of Technology and Medicine
- Drawing a Blueprint for Innovation Clusters in the 21st Century
- Quantified Self. Quantified Community. Quantified Value?
- Retail Health – Innovations in Care and Engagement
- The Engaged Patient – The New Drug?
- From Surgery to Smartphone: In Pursuit of the Good Life
- A Vision of the Future of Technology and Medicine
- Pharma Conundrum: Life Changing Drugs, Life Altering Costs
- Power and Potential of the Media in Patient Engagement
- Preserving Cognitive and Mental Capital in Our Knowledge-based Economy
- Building Healthy Communities and Healthy Populations
- Wellness Real Estate: Innovations in the Built Environment
- Redefining How and What We Eat: Balancing People, Planet and Profits
- High Performance Sport and Population Health
- Leadership in Veterans Care

We look forward to developing new themes and topics for 2016. Together, we can find new ways to redefine health and health care in our communities and beyond.



Our 2016 Advisors

Jeff Arnold

Chairman & Chief Executive Office, Sharecare

John Brooks

President & Chief Executive Officer, Joslin Diabetes Center

Richard Carmona, MD, MPH, FACS

17th Surgeon General of the United States; Vice Chairman, Canyon Ranch; President, Canyon Ranch Institute; Distinguished Professor, University of Arizona

Susan Dentzer

Senior Policy Advisor, Robert Wood Johnson Foundation

Shehan Dissanayake, PhD

Chief Executive Office, Tavistock Life Sciences

Esther Dyson

Chairman, EDventure Holdings; Founder, HICcup

Susie Ellis

Chairman & Chief Executive Officer, Global Wellness Institute

Patrick Geraghty

Chairman & Chief Executive Officer, GuideWell

Deborah German, MD

Dean & Vice President for Medical Affairs, University of Central Florida College of Medicine

Thomas Graham, MD

Chief Innovation Officer & Chair Holder, Cleveland Clinic; Vice Chairman of the Department of Orthopaedic Surgery

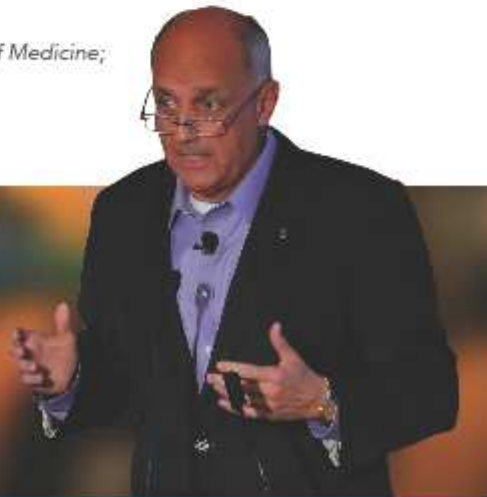
Russ Greenfield, MD

Clinical Professor of Medicine, UNC-Chapel Hill School of Medicine; Senior Medical Advisor, Lake Nona Institute

"When I see Lake Nona and the growth that's occurred over the last decade, I see the future of healthcare for our nation."

Richard Carmona, MD, MPH, FACS

17th Surgeon General of the United States; Vice Chairman, Canyon Ranch; President, Canyon Ranch Institute; Distinguished Professor, University of Arizona



Jeffrey M. Gruen, MD, MBA

Principal, PwC

John Hitt, PhD

President, University of Central Florida

Mark Hyman, MD

Director, Cleveland Clinic Center for Functional Medicine; Medical Editor, Huffington Post; Chair, Institute for Functional Medicine; Founder, The UltraWellness Center

Daniel Kelly, MD

Tavistock Distinguished Professor, Scientific Director & Professor, Sanford-Burnham Medical Research Institute

Caren Kenney

Senior Director of Thought Leadership & Communications, Johnson & Johnson, Wellness & Prevention, Inc.

Mehmood Khan, MD

Vice Chairman & Chief Scientific Officer, Global Research & Development, PepsiCo

Daniel Kraft, MD

Healthcare Innovator & Executive Director, FutureMed

Steven Krein

Chief Executive Office & Co-founder, StartUp Health

Larry Lesko, PhD, FCP

Professor of Pharmaceuticals, University of Florida College of Pharmacy

Timothy W. Liezert

Medical Center Director, VA Medical Center at Lake Nona

Jim Loehr, EdD

Co-founder, Human Performance Institute; Vice President of Applied Science & Performance Psychology, Wellness & Prevention, Inc.

Gregory T. Lucier

Former Chairman & CEO, Life Technologies

Doug McMahon

Senior Managing Director, Tavistock Group

Anil Menon

President, Smart+Connected Communities; Deputy Chief Globalization Officer, Cisco

Steve Miller, MD

Senior Vice President & Chief Medical Officer, Express Scripts

Victoria Neidigh

Vice President of Strategic Initiatives, Comcast/NBC Universal

Roger Oxendale

Chief Executive Officer, Nemours Children's Hospital

John Reed, MD, PhD

*Head of Pharmaceutical Research & Early Development (pRED),
F. Hoffman-LaRoche, Ltd.*

Michael Roizen, MD

Chief Wellness Officer, Cleveland Clinic

John Sculley

Partner, Sculley Brothers; Former President, PepsiCo; Former CEO, Apple

Gordon A. Smith

Executive Director & Chief Operating Officer, United States Tennis Association

Rasesh Thakkar

Senior Managing Director, Tavistock Group

Scott Uehlein

Corporate Chef, Canyon Ranch

Mark Verstegen

President, Founder & Chief Executive Officer, EXOS

Lynn O'Connor Vos

Chief Executive Officer, Grey Healthcare Group

Jerry Wisler

Former President & Chief Executive Officer, Omthera Pharmaceuticals



SAVE THE DATE: FEBRUARY 24-26, 2016

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"Everyone here is passionate about the same things, we all care about the same things and we're all thinking about the future."

Sanjay Gupta, MD
Chief Medical Correspondent, CNN

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