

**AGREEMENT BETWEEN CITY OF ORLANDO AND THE COLLEGE PARK
PARTNERSHIP FOR THE TEMPORARY INSTALLATION OF PROMOTIONAL
ARTWORK ON CITY OF ORLANDO PROPERTY**

THIS AGREEMENT, made and entered into this day of September, 2016, by and between the City of Orlando, a Florida municipal corporation organized and existing under the laws of the State of Florida ("City") and The College Park Partnership (CPP), a 501 (c) (3) company, whose business address is c/o Anne Rogers, 722 Vassar St., Orlando, Fl. 32804.

RECITALS

WHEREAS, the City owns several parcels of land in downtown Orlando, including; Stanley, Arnold and Margarita Albert Park ("City Land"), upon which the College Park Partnership wish to locate temporary artwork installations; and

WHEREAS, the College Park Partnership has formed a partnership with Florida Hospital and wishes to install and temporarily leave upon the City Land promotional interactive artwork installation (as more particularly described as pink flamingos) to promote its community support for Breast Cancer Awareness Month; and

WHEREAS, the City has a history of support for Breast Cancer Awareness; and

WHEREAS, in exchange for allowing The College Park Partnership to temporarily install the promotional materials depicted as pink flamingos on portions of City Land, College Park Partnership has agreed to make a monetary donation of \$300.00 to the Community and Youth Trust Inc.; and

NOW THEREFORE, in consideration of the mutual covenants described herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and College Park Partnership agree as follows:

1. Indemnity. College Park Partnership, for itself and its affiliates, principals, agents, employees, personal representatives, heirs, trustees, sureties, contractors, predecessors, successors and assigns, does hereby indemnify and hold the City of Orlando, its elected and appointed officials, trustees, officers, directors, agents and employees, harmless from and against any and all lawsuits, claims, demands, liabilities, losses, damages, and expenses, including court costs and attorneys fees, and court costs and attorneys fees on appeal, for or on account of any injury to any person, any damage to any property, or any death at any time arising from such injury or in any manner connected with the temporary promotional interactive artwork installation on

City property by College Park Partnership or its subcontractors or their activities upon City owned property, including but not limited to, entering upon City owned property, installing the temporary promotional interactive artwork, maintaining the temporary promotional interactive artwork installation and conducting promotions and activities on or near such installation.

2. Installation and Removal. College Park Partnership agrees to install and remove the temporary promotional interactive artwork in accordance with this schedule:

<u>Date(s)</u>	<u>Location</u>
September to October , 2016	Stanley, Arnold and Margarita Albert Park, in turf next to annual bed.

College Park Partnership agrees to bear all costs associated with the installation, removal and restoration of the installation site to its original condition. In no event shall the temporary promotional interactive artwork installation deviate from the pink flamingos as agreed. College Park Partnership shall coordinate the installation with the City of Orlando Parks Division, part of the Families, Parks and Recreation Department, which has oversight for that particular City Land.

3. Insurance. College Park Partnership and any entity or entities it retains to conduct the installation, removal and restoration of the sites of the temporary promotional interactive artwork installation shall have and maintain, in good standing, insurance in the type and amount described below: has (I) liability insurance of a minimum of \$500,000.00 per person/per occurrence of bodily injury coverage; and a minimum of \$100,000.00 per occurrence of property damage coverage; and (II) worker's compensation insurance as required by State of Florida law and shall provide evidence of such insurance to City's Parks Division Manager prior to the commencement of the installation. The certificate of insurance must identify the City of Orlando as a certificate holder and an additional insured with respect to the coverage types required. College Park Partnership agrees to remove the temporary promotional materials on or before November 1, 2016. If College Park Partnership does not remove the materials by November 1, the City may do so without penalty. If the City removes the materials after November 1 because College Park Partnership did not do so on a timely basis, the City shall store them for one week during which time College Park Partnership may retrieve the materials. If the materials are not picked up from the City Parks Division by November 7th, 2015, the parties agree that the materials will become the City's possessions and it may use or dispose of them at the City's sole discretion.

7. Assignment/Subletting. College Park Partnership shall neither assign this Agreement without the prior written consent of City, which may be withheld for any or no reason.

8. Unlawful Discrimination. College Park Partnership covenants and agrees that no person shall be unlawfully discriminated against in its performance of the obligations under this Agreement.

9. No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between City and College Park Partnership.

10. Donation. College Park Partnership agrees to donate a total of \$300 to Community & Youth Trust, Inc. which is a Florida not-for-profit, 501(c)(3) corporation which supports the mission of the City's Families, Parks and Recreation Department.

11. Miscellaneous.

A. City and College Park Partnership represent that each, respectively, has full right, power, and authority to execute this Agreement and enter into this Agreement.

B. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein.

C. This Agreement shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising out of this Agreement shall be Orange County, Florida.

D. City is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of City beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of City's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of City's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

E. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Pro Tem

Attest:

Executed on September __, 2016

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Orlando,
Florida, only.

_____, 2016

Chief Assistant City Attorney

COLLEGE PARK PARTNERSHIP

By: Melissa CHA

Name: Melissa Hart

Title: President

Witnesses:
(1) Sign: [Signature]
Print Name: Charolane Mason

(2) Sign: [Signature]
Print Name: Morgan Mohan

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11th day of September, 2016, by Melissa Hart, the President of College Park Partnership, a Florida limited liability partnership, on its behalf. He/she is personally known to me _____ or has produced a valid ✓ Driver's License as identification.

[Signature]

Notary Public: Stephanie Colon

Commission Expires: 2/24/18
(SEAL)

