



**2017-2018 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO AND  
CanvsORL, INC.**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, 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 **CanvsORL, Inc.**, a not-for-profit Florida corporation (hereinafter referred to as "the Agency"), with a principal address of 101 South Garland Avenue, Ste. 108, Orlando, Florida 32801.

**WITNESSETH**

**WHEREAS**, the Agency is a non-profit corporation headquartered in Downtown Orlando that provides 17,000 square feet of co-working space to anyone starting and growing a company; and

**WHEREAS**, since operations began in 2015, the Agency has over 225 members representing over 100 companies and has served over 550 members; and

**WHEREAS**, the Agency's mission is to help transform the City into a nationally recognized center for business startups; and

**WHEREAS**, to that end, the Agency provides assistance to innovative entrepreneurs in all industries that need space, resources, and community support to launch or expand their business; and

**WHEREAS**, the Agency recognizes a need to extend its co-working space to the Parramore community to create more opportunities and provide more resources for residents to start and grow a business; and

**WHEREAS**, the Agency seeks funds from the City in order to provide services and programs to the Parramore area as 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 economic development and the general welfare 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 provided 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 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 for the period commencing July 15, 2017, and ending July 15, 2018, the total sum of Fifty Thousand Dollars and 00/100 (\$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 lump sum payment. 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. 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 future contributions from the City.

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 seek reimbursement of the Funds from 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 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 July 15, 2017 and terminating July 15, 2018.

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 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.

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 seek 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.** 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. **INSURANCE.** The Agency shall have in force the following insurance coverage, 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 -- 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 \$1,000,000 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 \$1,000,000 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.

19. **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.

20. **M/WBE SUPPORT.** The Agency shall give preference to businesses that have received or are currently receiving funding under the City's Minority/Women Entrepreneur Business Assistance (MEBA) Program, or are M/WBE certified. The Agency shall document these businesses as part of its reporting requirement set forth in Paragraph 4 of this Agreement.

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: CanvsORL, Inc.  
Donna L. Mackenzie, Executive Director  
101 S. Garland Avenue, Ste. 108  
Orlando, Florida 32801

**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:

\_\_\_\_\_  
Orlando City Clerk

APPROVED as to form and legality,  
for the use and reliance of the  
City of Orlando, Florida only.  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CanvsORL, INC.**

By: \_\_\_\_\_

President/Executive Director

Federal I.D. No. \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
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 CanvsORL, Inc., and acknowledged before me that they executed the foregoing instrument 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**  
**Scope of Services**  
CanvsORL, Inc.

**Canvs - Downtown**

Canvs was founded under the belief that Orlando will be transformed by a company that does not yet exist. The mission of Canvs is to help transform Orlando into a nationally recognized center for technology-based startups and serves this mission through 3 operating principles:

1. Make it easy for anyone to startup
2. Increase the odds of success for those that do
3. Inspire more people to startup

CanvsORL, Inc., a Florida not-for-profit corporation 501(c) 4, headquartered in Downtown Orlando, provides co-working space (17,000 sq.ft.) to anyone starting and growing a company. Canvs has over 225 members representing over 100 companies and has served over 550 members since its inception in August 2015.

**Canvs – Parramore Pilot**

Canvs-Parramore will build on the dynamic work created at the Canvs-Downtown facility. The Canvs-Parramore pilot facility will support innovative start-ups within all industries. There is a need for affordable, innovative, co-working space in Orlando. Canvs-Parramore will provide a collaborative environment for entrepreneurs that need space, resources and community-support to launch or expand their business.

**Location**

Canvs-Parramore will be located at the Florida Interactive Entertainment Academy (FIEA), 500 Bentley Street, Orlando, Florida 32805. This facility will have space for approximately 15 seats initially.

**Membership**

<b>Access and Benefits:</b>	<b>Community Desk</b>	<b>Dedicated Desk</b>
Price per Month*	\$250	\$375
Initial Memberships Available**	5 - 10	10 - 12
Access	8am – 6pm M – F	8am – 6pm M – F
Workspace	Shared Desk	Dedicated Desk
Access to Canvs-Downtown Community Area and Conference Rooms ***	Yes	Yes
Internet & Wi-Fi	Yes	Yes
Parking	Yes – Free	Yes - Free
Conference Room Rental (Downtown Canvs)	5 hours/month	50 hours/month
Conference Calling	Yes	Yes
USPS Mail Service	Yes	Yes
Copy Machine & Printer	Yes	Yes
Canvs PERKS (from Sponsors and supporters) ****	Yes	Yes
Programs/Workshops *****	Yes	Yes
One-on-one mentoring – SCORE Orlando	Yes	Yes



- \* All memberships are month-to-month. There are no long-term lease contracts.
- \*\* Membership types will fluctuate based on demand. The facility can accommodate shared and dedicated memberships based on demand.
- \*\*\* Members of Canvs-Parramore will have access to Canvs-Downtown community areas, conference rooms, programs and events.
- \*\*\*\* Canvs PERKS is a hub for Canvs members to access deals/discounts on services such as web/IT, accounting, legal, marketing, printing, etc....
- \*\*\*\*\* 8 hours of programming focused on entrepreneurship will be offered monthly at the Canvs-Parramore location

Funding from the City of Orlando will cover the following:

- Salaries
- Basic rent
- Capital improvements to upgrade the space
- Office supplies
- Technology upgrades and maintenance
- Programs and events
- Management/expertise fee
- Marketing fees
- Reduced Membership Rates - 20% discount on monthly membership fee for eligible businesses. Maximum of three per year, per membership type.

## **EXHIBIT “B”**

Quarterly Performance reports on the items specified in Exhibit "A" are due in the City of Orlando Economic Development Department as indicated:

<u>Reporting Period</u>	<u>Due Date</u>
July 15, 2017 - October 15, 2017	November 15, 2017
October 15, 2017 - January 15, 2017	February 15, 2018
January 15, 2018 - April 15, 2018	May 15, 2018
April 15, 2018 - July 15, 2018	August 15, 2018

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”**  
Performance Measures

- Number of memberships (Community and Dedicated) per month.
- Number of members and hours reserving the conference room space at the site.
- Number and types of Programs/Workshops hosted at the site (Canvs-Parramore) and a list of Programs/Workshops offered at Canvs-Downtown open to Canvs-Parramore members.
- Events - number of events and description
- Marketing activities - list of activities
- Capital improvements - list of improvements and costs to the space
- Volunteer Hours (could be for programming or other resources)
- One-on-One Mentoring provided by SCORE Orlando - number of hours
- Canvs Perks - provided to Canvs - Parramore members. Number of members taking advantage of perks
- Number of scholarships awarded per month, amount of scholarship and recipient business.
- Number of members that are M/WBE businesses under Paragraph 20 herein.