

**NOT FOR PROFIT IMPACT FEE ASSISTANCE PROGRAM
AGREEMENT**

THIS AGREEMENT made and entered _____ day of _____, 2017, by and between the **CITY OF ORLANDO**, a municipality organized and existing under the laws of the State of Florida, (hereinafter referred to as the “City”), and **Monarch Learning Academy, Inc.**, a non-profit Florida corporation with a principal address of 1600 S. Orlando Avenue, Winter Park, Florida 32789 (hereinafter referred to as the “Agency”).

WITNESSETH

WHEREAS, the Agency is renovating an existing facility located at 1914 Edgewater Drive, Orlando, Florida 32804, which is within the corporate limits of the City of Orlando, County of Orange, State of Florida; and

WHEREAS, on July 22, 1996, the City adopted a comprehensive policy regarding impact fee assistance for certain not-for-profit agencies; and

WHEREAS, the Agency is eligible for assistance pursuant to such policy because it is a human/social service agency which is registered as a 501(c)(3) with the Internal Revenue Service, has been in existence in the City of Orlando for three (3) years, has demonstrated financial hardship, and has at least 25% of its clientele who are residents of the City of Orlando.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are made a part of this Agreement as if fully set forth herein.

2. Fee Schedule. The City has determined that the following impact fees are due in connection with the issuance of building permits for its facility and that the Agency is eligible for the following impact fee assistance:

- A. Total Project Fees Assessed: \$46,030.78
- B. Total Eligible Fees Assessed: \$42,893.90
- C. Total Fee Assistance from City: \$21,446.95
- D. Total Due from the Agency: \$24,583.83

The parties agree that the above fees shall be paid at the time the building permits are issued.

3. Failure to Pay. Failure of the Agency to pay any of the above fees in the time frame stated may, at the option of the City, result in discontinuation of sewer services, revocation or denial of Certificate of Occupancy, or any other appropriate legal action or equitable remedy available to the City, and shall result in the deferral of any City contribution to the Agency until such fees are paid.

4. Indemnity. Agency shall indemnify, defend, and hold harmless the City, its elected officials, appointed officials, officers, agents, and employees, from any and all claims, liability, damages, losses, expenses (including reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), and/or cause of action which may arise from any negligent act or omission of the Agency, its agents, servants, or employees in the performance of services under this Agreement, except that such indemnification shall not extend to any claims, liability, losses, etc attributed to the sole negligence or willful misconduct of the City, its agents, employees, or elected or appointed officials.

5. Governing Laws. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. Warranty. Agency warrants that it has not paid or agreed to pay any person, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. The Agency warrants and represents that it is Agency's policy that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, or marital status.

7. Nonassignability. Agency may not assign its rights hereunder without prior consent of the City. Failure to comply with this section may result in immediate termination of the Agreement.

8. Miscellaneous.

a. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

b. The parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

9. Notices. All notices required or permitted in this Agreement shall be sent by certified mail, return receipt requested, to the parties at the following addresses:

Economic Development Director
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

with a
copy to:

City Clerk
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

and if sent to the Agency shall be mailed to:

Monarch Learning Academy, Inc.
Marguerite McNeill, Executive Director
1600 S. Orlando Avenue
Winter Park, Florida 32789

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as of the day and year first above written.

[signatures on the following pages]

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: _____

**MONARCH LEARNING ACADEMY,
INC.**

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Not For Profit Impact Fee Assistance Program Agreement was acknowledged before me this ____ day of _____, 2017, by _____ as the _____ of the above-named corporation. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____