



**2018-2019 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO,  
THE DOWNTOWN DEVELOPMENT BOARD, AND  
TANGERINE SPORTS ASSOCIATION, INC.**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, 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, the **Downtown Development Board**, (hereinafter referred to as the “DDB”), a body corporate and an agency of the City of Orlando, created by referendum in December, 1972, under Chapter 71-810, Laws of Florida, the Orlando Central City Neighborhood Development Board Act, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), and **Tangerine Sports Association, Inc.** (“TSA”), a not-for-profit Florida corporation hereinafter referred to as “the Agency”), with a principal address of One Citrus Bowl Place, Orlando, Florida 32805-2576.

**WITNESSETH**

**WHEREAS**, the Agency has applied to the City and DDB for a donation of funds in order to provide such services and/or programs as are set forth in Exhibit “A” attached hereto (hereinafter “Services”) and incorporated herein by this reference; and

**WHEREAS**, the City and DDB have determined that there is a public need for such Services in order to promote the general health, welfare and/or safety of the community and that the provision of such Services is in the best interests of the City and DDB, and, to that end, the City and DDB have appropriated funds to be donated 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 and the DDB desires to enter into an agreement with the Agency whereby the Agency will receive and disburse said funds of the City and DDB for the purpose of providing the Services in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises, 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 Fifty Thousand Dollars and 00/100 (\$50,000.00) and the DDB has appropriated the total sum of Ten Thousand Dollars and 00/100 (\$10,000.00) for the period commencing October 1, 2018, and ending September 30, 2019, 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 and the DDB agree to contribute the Funds to the Agency in two payments: one payment of \$50,000.00 from the City and a second payment of \$10,000.00 from the DDB by February 28, 2019. Payment by the City and DDB shall be contingent upon the following:

- (a) receipt and approval by the City and DDB 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 and DDB 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 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 and any additional contributions. 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 contributions from the City and DDB. Completion of reporting requirements and submission of audited financial statements for the prior year are a prerequisite to receipt of funding under this Agreement.

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 and DDB reserve the right to immediately terminate this Agreement and discontinue distribution of Funds to 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 continued 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 and DDB reserve the right to immediately terminate this Agreement.

7. **ACCOUNTING AND AUDIT.** The Agency shall also provide to City and DDB Financial Statements and Supplemental Information in the same form as set forth on Exhibit "D" for the years ending March 31, 2018 and March 31, 2017. The Agency shall utilize and maintain records regarding receipt and disbursement of the Funds. Such records shall be specific to the Services and shall be open to inspection and audit by the City and DDB or by the City's and DDB'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/DDB 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 and DDB or the City's and DDB's designee to the same extent as those of the Agency.

8. **MONITORING.** The Agency shall permit the City and DDB to review the Agency's records and facilities for the Services, 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 and DDB or the City's and DDB's designee access to client records for the Services as the City and DDB may deem necessary to ensure compliance with the terms of this Agreement.

9. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing October 1, 2018 and terminating September 30, 2019.

10. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon no less than forty-five (45) 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. Notwithstanding the foregoing, City and DDB shall be responsible for payment of Services delivered prior to the termination effective date.

11. **INDEMNIFICATION.** The Agency agrees to indemnify and save harmless the City and DDB 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, and the Agency's performance of the Services.

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 or DDB in an effort to induce the contribution of the Funds or the administration thereof that is later determined by the City or DDB 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 and DDB shall have the authority to terminate this Agreement and discontinue 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 and DDB. Furthermore, the waiver of any default by the City or DDB 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 and DDB. 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 or DDB 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 and DDB 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 Director 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 and DDB:

- (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 \$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 -- 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 \$500,000 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. **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)

Thomas Chatmon, Executive Director  
Downtown Development Board  
P.O. Box 4990  
Orlando, Florida 32802

Agency: Steve Hogan, CEO

Tangerine Sports Association, Inc.  
One Citrus Bowl Place  
Orlando, Florida 32805-2576  
[shogan@fcsports.com](mailto:shogan@fcsports.com)

**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.  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**DOWNTOWN DEVELOPMENT BOARD**

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

ATTEST:

\_\_\_\_\_  
Thomas C. Chatmon, Jr.  
Executive Director

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ and Thomas C. Chatmon, Jr., well known to me or [ ] who has produced his/her \_\_\_\_\_ as identification, and known to me to be the Chairperson and Executive Director, respectively, of the City of Orlando's Downtown Development Board, and acknowledged before me that they executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

**TANGERINE SPORTS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Chief Marketing Officer  
Federal ID No. 59-3743993

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, \_\_\_\_\_,  
who is the \_\_\_\_\_ of the above-named corporation, 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## **EXHIBIT “A”**

### **Funding Request for the City of Orlando Prepared by Tangerine Sports Association, Inc. Submitted Thursday, August 6, 2018**

#### **About Tangerine Sports Association, Inc. (Agency)**

Agency is a 501(c)3 not-for-profit organization dedicated to increasing community spirit and pride, promoting tourism, stimulating economic development and ultimately benefiting charities, educational institutions and the quality of life in Orlando through its signature event, the Camping World Bowl.

#### **Funding Request**

For its 2018-19 fiscal year, Agency is requesting \$60,000.00 in funding from the City of Orlando and Downtown Development Board for support of two of those signature events: The Camping World Bowl and the Florida Citrus Parade.

#### **Services Provided – Event Exposure & Marketing**

For the requested funding, the City of Orlando and Downtown Development Board will jointly receive the following from Agency:

- Four (4) :10 promotional mentions featuring the City of Orlando during the Camping World Bowl telecast. The Camping World Bowl will be broadcast live from the Camping World Stadium in Downtown Orlando on December 28, 2018.
- One (1) Citrus Float entry in the Orlando Citrus Parade. The parade takes place through the streets of Downtown Orlando (typically Orange Avenue, Anderson Street and Rosalind Avenue) on December 29, 2018.
- Two (2) field level signs approximately 2.5’ (h) x 7’ (w) visible during the Citrus Bowl. The Citrus Bowl will be broadcast live from Camping World Stadium in Downtown Orlando on January 1, 2019.

#### **Budget & Planned Expenditures**

Agency’s primary funding sources are ticket sales (including local support) and sponsorship revenue for its various events, including television revenue for the bowl game.

As of the 2018/19 budget year, the Camping World Bowl projected gross revenue of \$8.3 million against expenses of \$8.66 million for a net deficit of \$360,000 in 2018/19. The Florida Citrus Parade projected gross revenue of \$283,000 against expenses of \$360,000 for a net deficit of \$77,000 in 2018/19.

Agency receives no other public money for its own operations on an annual basis.

## **EXHIBIT “B”**

A progress report on the items specified in Exhibit “A” is due in the City of Orlando Economic Development on February 15, 2019, and should include information on services provided with City of Orlando.

The report should also document the supporting contributions and additional “pass through” contributions to Agency in accordance with paragraphs two and four of the agreement.

Email the progress report to [sherry.gutch@cityoforlando.net](mailto:sherry.gutch@cityoforlando.net).

## **EXHIBIT “C”**

### **City of Orlando Funding Agreement Performance Measures – 2018/2019**

- Direct exposure value for Orlando from Camping World Bowl
- Provide a minimum of four (4) :10 promotion mentions
- Provide a minimum of :40 of screen exposure time for City of Orlando during Camping World Bowl.
- One Citrus Float entry in Florida Citrus Parade
- Two (2) field level signs in Citrus Bowl

**EXHIBIT “D”**

**Financial Statements and Supplemental Information**  
(separate attachment)