1. **Administrative Items**

2. **Action Items**
   a. Allocation FY 2010 CRA Surplus Revenues
   b. Service Provider Agreements FY 2011

3. **Informational Items**

4. **New Business Items**

5. **Adjournment Items**

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**Appeals & Assistance**

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105).

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-599-3277) at least 48 hours in advance of the meeting."
subject

Item 2A - Allocation of FY 2010 Cash Reserves

motion | recommendation

Allocation of $240,000 in FY 2010 cash reserves to the programs and projects outlined below with remaining funds to be placed in an escrow account to act as a reserve against future indebtedness. This item was approved unanimously by the CRA Advisory Board on July 29th.

background

The approved FY 2011 budget does not allocate any project surplus funds to projects. Traditionally the CRA has funded many programs like housing rehab, business façade, the business district event program, and others. Staff is proposing that some cash reserves from this year be used to continue these programs in FY 2011. Essentially we will be forward funding programs for 2011 with cash from 2010. Staff also recommends holding off on funding for some projects until the need arises. The conservation of cash may be necessary to avoid operational shutdown of the CRA if tax base results are as bad next year as they were this year.

The following outlines staff’s recommendation for funding allocation of some 2010 surplus revenues:

Housing Rehab: $60,000 to be available starting Oct 1, 2010

Business Façade: $25,000 to be available starting Oct 1, 2010 (Staff is also recommending changing the matching grant to 25% instead of 50% on a temporary basis to further leverage CRA funds.)

Business District Event Matching Grant: $5,000 to be available starting Oct 1, 2010, with the maximum allowable grant reduced to $2,500 instead of $5,000.

Winter in the Park Holiday Ice Rink: Has already been funded for 2010 and is expected to breakeven.
Staff does not recommend any further funding for this event in 2011 until performance can be evaluated.

Wayfinding: $150,000. Staff is in the process of getting the revised FDOT sign approvals from FDOT and hopes to deploy the sign program within the year. Funding can be allocated to this item now but will not be spent until approval for the final sign program is given by the City/CRA. This funding is only an estimate and could be reallocated if the need arose.

Park Ave Area Strategic Plan: Staff is not recommending the $150,000 called for in the plan for FY 2011 but suggests that the CRA Agency considers funding on an as-needed basis.

The remaining CRA funds will be placed in a special escrow account for future indebtedness. This allows the CRA to reserve funds to pay off debt service which effectively allows the Agency to hold onto a cash reserve in expectation of an uncertain future. Staff has worked with the Finance Department and the City Attorney and this option fully complies with statute.

alternatives | other considerations
Staff considered other funding amounts for each category but feels that the options given allow traditional programs to continue while maintaining the maximum flexibility to deal with potential financial shocks in the future.

fiscal impact
The CRA has approximately $580,000 in estimated year end reserves (estimates as of August 2010, may change with final year end close outs). The allocations to the Housing Rehab, Business Façade, Business District Event and Wayfinding program will total $240,000. This will leave the CRA with about $340,000 in leftover funding to be reserved in an escrow account for future indebtedness.

strategic objective
These allocations support a number of the goals of the CRA 2007 Strategic Plan (Affordable Housing, Integrity of Commercial Districts, Financial Stability of the CRA) and comply with the CRA Plan.
FY 2010 Budget – Allocation of Project Surplus

Action item 2A in Agenda Packet

Staff recommends using FY 2010 Surplus Revenues to forward fund some traditional projects during the next fiscal year:

Remaining Surplus: $580,000 (est. based on August 2010 data)
Total Allocated: $240,000
Total Remaining: 340,000

• Housing Rehabilitation: $60,000 Funds available Oct 1, 2010

• Business Façade Program: $25,000 Funds available Oct 1, 2010
Staff is also recommending that the matching portion of this program be temporarily reduced to 25% vs. the previous 50%.

• Business District Event Program: $5,000 Funds available Oct 1, 2010
Staff is recommending that the maximum grant be temporarily reduced to $2,500.

• Wayfinding: $150,000 Draft proposals are in the approval process with both the City Commission and FDOT. Funds would not be spent until a final design is approved by the Boards.
subject

Item 2B - Service Provider Agreements for FY 2011

motion | recommendation

Approve the agreements with Enzian Theater (Popcorn Flicks), Mt Moriah Church (Parking lot lease), Welbourne Ave Day Nursery, and Crealde School of Art (Heritage Center). This item was approved unanimously by the CRA Advisory Board on August 26th.

background

The CRA Agency approved the FY 2011 budget on August 9, 2010. The approved budget contains funding for a number of non-profit service providers that have historically been paid from the CRA. The agreements are outlined below:

Enzian Theater:
The FY 2011 grant agreement with Enzian Theater is based on a calendar year and provides $18,000 annually to the organization to provide 12 free films to the public in Central Park. This has long been a tradition of the City and brings an average of over 400 moviegoers each month to the downtown business district.

Mt. Moriah Church:
The attached parking lease agreement is a revised version of the former agreement and represents a negotiated compromise between the CRA and the church. The original agreement provided 40 spaces at a cost of $40 per space per month. The agreement could also be cancelled by either party with 60 days notice. The new agreement stipulates a 5 year arrangement in which the CRA will pay $25 per space per month for the first two years, and then $30 per space per month for the subsequent three years. The Church does have the option of cancelling the agreement before the 5 year term ends if they determine they will construct a building on the property. This agreement will save the CRA over $7,000 in FY 2011, will provide the Church with guaranteed income for 5 years, and still provides the
businesses and community with convenient parking. This agreement would become effective October 1, 2010.

**Welbourne Avenue Day Nursery:**
The Nursery provides needed child care services to persons living and working in the CRA and is the oldest child care organization in Winter Park. For over four years the CRA has provided funding to this important community partner and funds have been used to improve play areas, expanded the library, and make many needed capital improvements to the property. This year’s approved FY 2011 budget provides $7,000 for educational supplies and other improvements. Welbourne has met the requirements of past grant agreements and this new agreement becomes effective on October 1, 2010.

**Heritage Center and Crealde School of Art:**
The Heritage Center was completed by the CRA to celebrate the history of diversity in the City. Managed by the Crealde School of Art, the Center hosts many annual events and manages an award winning collection of photographs and art displays. Crealde has used past funding to pay for operations of the facility and to provide art programs to the community. They have consistently met the requirements of their grant agreements and the new agreement will provide $40,000 effective October 1, 2010.

**alternatives | other considerations**
None.

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**fiscal impact**
The total amount of funding provided to the 4 non-profit service providers will total $77,000 and has been approved in the FY 2011 budget.

**strategic objective**
The attached agreements meet the goals of the CRA Plan as it relates to providing community meeting space, youth and senior programs, parking, and business support programs.
CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY
GRANT AGREEMENT

THIS CITY OF WINTER PARK COMMUNITY REDEVELOPMENT AGENCY
GRANT AGREEMENT ("Agreement") is made and entered into this ___ day
of___________, 2010 by and between the CITY OF WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of
Chapter 163 of the Florida Statutes (the "CRA"), and ENZIAN THEATER, INC., a Florida not
for profit corporation ("Recipient").

RECITALS

WHEREAS, it is a goal and objective of the CRA to develop and improve social
programs for recreation and cultural enhancement for all residents, to create an environment for
social enrichment, and to enhance the Community Redevelopment Area as the focus of cultural,
educational, social and community activities; and

WHEREAS, it is an objective of the CRA to develop programs and activities that will
encourage resident participation and keep youth involved in constructive and meaningful
activities; and

WHEREAS, the Recipient is a non-profit corporation with the purpose of entertaining,
inspiring, educating and connecting the CRA community through film, and with a history of
providing family friendly, free, inclusive film showings at Central Park; and

WHEREAS, in conjunction therewith, the Recipient has set forth the Program Overview
and Goals in Exhibit “A” attached hereto and incorporated herein by this reference (the
“Objectives”); and

WHEREAS, the CRA desires to enter into an agreement with the Recipient whereby the
Recipient will receive and utilize certain funds of CRA for the purpose of performing the
Objectives to strengthen the CRA community; and

WHEREAS, Recipient shares the aforementioned goals of the CRA, and has agreed to
enter into this Agreement to further the purposes of the CRA; and

WHEREAS, Recipient has or will have available the necessary qualified and trained
personnel, facilities, materials and supplies to perform such Objectives as set forth in this
Agreement.

NOW, THEREFORE, for and in consideration of the promises and provisions contained
herein, and for other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged the CRA and the Recipient agree as follows:
1. **Recitals.** The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. **Term.** This Agreement shall be effective upon the execution by all parties (the “Effective Date”) and shall remain in effect, unless terminated sooner pursuant to its terms, until January 1, 2012, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as provided herein. Notwithstanding the foregoing, the parties agree that the reporting, record and accounting requirements provided for herein shall survive the termination of this Agreement.

3. **Grant.** The CRA, subject to terms and conditions provided in this Agreement and the availability of grant monies, hereby authorizes the award of a grant to the Recipient in an amount not to exceed Eighteen Thousand and 00/100 dollars ($18,000.00) (the “Grant”). Disbursal of the Grant, or any portion thereof, to the Recipient is made in consideration of, and on the condition that the Grant, or any portion thereof, be expended in implementing and performing the Objectives, and the complete and satisfactory performance of the terms of this Agreement. No other use of the Grant, or any portion thereof, may be made without the written consent of the CRA. Disbursal of the Grant, or any portions thereof, to the Recipient shall be disbursed to the Recipient on or before December 31, 2011. Evidence of the amount and date of the Initial Disbursement shall be made by reference to the minutes of the CRA as maintained by the Clerk of the CRA.

4. **Deposit and Utilization of Grant Funds.** Upon receipt of any grant monies from the CRA:

   a. **Deposit.** The Recipient shall deposit said grant monies, or any portion thereof, in a fully insured financial institution and maintain said monies in said financial institution until such time said monies are needed for the purposes of developing, implementing and providing the Objectives.

   b. **Use.** The Recipient shall use said grant monies, or any portion thereof, exclusively for the programs and activities set forth in this Agreement.

5. **Progress and Financial Report.** By July 1, 2011, the Recipient shall submit to the CRA a Report. The Report shall be consistent with the Objectives and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of the Report may result in the ineligibility of the Recipient to receive any future contributions from the CRA.

6. **Operation of Recipient’s Programs.** Upon the commencement of the term provided for herein, the Recipient shall provide, conduct, operate or otherwise perform the Objectives on the dates and times and at the locations reasonably approved in advance
by the CRA. The Objectives shall be provided, conducted, operated or otherwise performed in accordance with the following criteria, unless the parties shall agree otherwise in writing:

a. **Participant Discrimination.** Recipient agrees that in the provision of the Objectives that Recipient shall not unlawfully discriminate, harass, or allow harassment against any applicant for or participant in the Objectives on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age, nor shall Recipient limit or give preference to participate in or attend the Objectives to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age.

b. **Access.** The Recipient shall allow the CRA, or its representatives, to be present during such time as Recipient is conducting any of the Objectives, and to access and monitor the Objectives to ensure compliance with the terms of this Agreement. Recipient shall, to assist in monitoring, provide the CRA and the CRA’s designee access all relevant records and such other information as the CRA may deem necessary.

7. **Accountability and Oversight.** The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds. The use of any funds provided under this Agreement for a purpose other than those expressly stated herein may subject the Recipient, its officers, employees or agents, to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds. In addition to the foregoing and the other terms and conditions provided in this Agreement, the CRA and Recipient shall have the following obligations pertaining to the use of the public funds and the oversight of the Objectives:

a. **Recipient’s Obligations and Responsibilities.** Recipient hereby agrees as follows:

i. **Financial Statements.** Recipient shall, on July 1, 2011, or within thirty (30) days after written request by the CRA, provide to the CRA Financial Statements for the most recently completed six (6) months or fiscal year, prepared according to generally accepted accounting principles uniformly applied and which has been audited by an outside independent certified public accountant. The Financial Statements must contain information that will permit the reader to evaluate the Recipient’s total administrative costs and whether such costs may be considered reasonable.

ii. **Accounting System.** Recipient shall maintain a separate account system for the Grant, or any portion thereof. The Recipient shall maintain records for every expenditure incurred directly or indirectly by this Agreement; such records shall include, but are not limited to, documentation of all
budgeted expenditures (e.g., time cards, requisitions for payments, rentals, leases, receipts, invoices, and any other documents pertinent to the expenditures) and non-budgeted expenditures. In addition, a log of all expenditures by line item shall be maintained by the Recipient in order for the reader to ascertain how the Grant, or any portion thereof, was expended. Such records shall be maintained in a file and be made available for examination by the CRA, from the Effective Date until five (5) years after the termination of this Agreement, within twenty (20) days of a written request.

iii. Administrative Costs. The costs of operating the Objectives will be reasonable and support efforts toward cost effectiveness. Costs of operating the Objectives will balance the lowest possible administrative costs with overall programming effectiveness and safety. Subject to generally accepted accounting principles, the Recipient will allocate administrative costs in a manner to avoid cross-subsidies between programs that are supported, in whole or part, by the Grant, or any portion thereof, and programs that are not.

iv. Recipient's Other Funding Agreements. The Recipient shall submit to the CRA a list of all grant or funding agreements entered into between the Recipient and other public or private organizations concerning the programs and activities funded, in whole or in part, under this Agreement and of any termination, default, suspension or disallowed costs under said funding agreements. The Recipient shall inform the CRA in writing of all new sources of funding the Recipient may acquire during the term of this Agreement concerning the programs and activities funded, in whole or in part, under this Agreement. A copy of any of the foregoing agreements shall be furnished to the CRA within twenty (20) days of a written request from the CRA.

v. Requests For Additional Information. The Recipient agrees to respond within twenty (20) days of a written request for additional information from the CRA.

vi. Board of Directors. Within twenty (20) days of receipt of written notice from the CRA, Recipient shall provide a list of the Recipient's then acting board of directors.

vii. Audit/Records Access. Notwithstanding anything in this Agreement to the contrary, the Recipient agrees that the CRA and City, or their designated representatives, shall have an absolute right of access to all of the Recipient's records pertaining to this Agreement and to conduct reviews and audits, including, but not limited to, the Recipient's contractors, subcontractors, vendors and any entity receiving benefit from
the Grant, or any portion thereof. These records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditor(s) upon written request for the indicated reviews and audits. Such records shall be retained for at least five (5) years from the termination of this Agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation or audit, whichever is later.

viii. Recipient’s Program Evaluation. Recipient shall, within thirty (30) days after written request from the CRA, provide to the CRA summaries of program accomplishments and shortcomings as it pertains to achieving the goals and objectives of the CRA as stated in the Recitals of this Agreement. Such summaries must include a section which compares the goals to actual outcomes achieved, measured by ongoing program evaluation activities.

ix. Input. The Recipient will seek comment from the CRA and from the public on issues related to its performance of the Objectives under this Agreement. Upon written request from the CRA, the Recipient will be required to attend meetings of the CRA or its Advisory Board pertaining to the award of the Grant, or any portion thereof, the Recipient’s Programs, or any other matter relating to or in connection with this Agreement.

x. Standards of Conduct. The Recipient will operate under professional standards of conduct and organizational effectiveness, consistent with the public interest and mandates of the Florida Statutes.

b. CRA’s Obligations and Responsibilities. The CRA hereby agrees as follows:

i. CRA Staff Review and Evaluation. The Community Redevelopment Manager (the “Manager”) or its designee shall, at the request of the CRA, provide to the CRA a review and evaluation of the Recipient’s compliance with the terms and conditions of this Agreement, the effectiveness and benefits derived from the Grant, or any portion thereof, and offer recommendations to improve the efficiency and effectiveness of the Objectives, as measured by the Recipient’s participation therein.

8. Corporate Operations. During the term of this Agreement, the Recipient will: (a) preserve its status as a section 501(c)(3) tax-exempt nonprofit corporation, duly organized and validly existing under the laws of the state of Florida; (b) maintain the requisite corporate power and authority to carry on its business; and (c) comply with its articles of incorporation, by-laws, policies, and all applicable laws, regulations, and rules.
9. **Governance Documents.** The CRA acknowledges having received the Recipient’s current articles of incorporation, by-laws and policies. The Recipient represents that such documents are currently in effect and that there have been no changes.

10. **Publicity and Acknowledgement.** The Recipient shall acknowledge the CRA’s support each time any of the Objectives are publicized in news media, brochures or other types of promotional material. Such acknowledgement shall provide the following: “[Insert Name of Recipient] thanks the Winter Park Community Redevelopment Agency for its support by providing funding for this program.” Any deviation of such language of acknowledgement must be approved by the CRA Manager in writing prior to submission to the media.

11. **Funding.** Except as expressly provided in and subject to this Agreement, it is understood and expressly agreed by and between the parties to this Agreement that neither the City nor the CRA are responsible or obligated to provide any additional funding for the Objectives or to approve reductions in the scope of the promised Objectives. The Recipient acknowledges and agrees that Recipient shall bear the sole responsibility to provide the Objectives and to provide any additional funds necessary to provide the Objectives, regardless of the actual costs and even if those costs exceed the Recipient’s cost estimate. Further, any expenditure made by Recipient pertaining to or in connection with the Objectives prior to the Effective Date is undertaken at the Recipient’s sole expense.

12. **Personal Property Acquired With Grant Funds.** All personal property, including equipment and supplies, acquired with the Grant, or any portion thereof, shall be used by the Recipient only for the purposes for which the CRA approved their acquisition for so long as said property is needed for such purposes, regardless of whether the Recipient continues to receive grant funds from the CRA for such purposes. Subject to the obligations and conditions set forth in this section, title to all personal property acquired with grant funds, including equipment and supplies, shall vest upon acquisition in the Recipient.

13. **Staffing.** Subject to the conditions below, the Recipient has the sole responsibility for selecting and providing adequate employees, volunteers, independent contractors or other staffing personal (“Recipient’s Staff”) in compliance with local, state and federal regulations and guidelines for the provision of the Objectives. The Recipient shall be solely liable for all salary, employment benefits, or other compensation or remuneration provided to Recipient’s Staff and shall indemnify and hold harmless the City and the CRA from any and all claims for compensation and for tort liability suffered by Recipient’s Staff arising out of or related to the providing of the Objectives.

Further, the Recipient accepts full responsibility of hiring, utilizing or receiving services from someone who has a prior conviction. It is the Recipient’s full responsibility to select, screen, and train Recipient’s Staff to provide the Objectives
and to protect the health and safety of persons participating in such programs and activities. The Recipient shall be solely liable for any and all harm to the persons participating in the Objectives or others resulting from any action or inaction of the Recipient in conducting screenings or tests on or training of any of Recipient’s Staff utilized to provide the Objectives and shall indemnify and hold harmless the City and the CRA from any claims for compensation and for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of any of Recipient’s Staff utilized by Recipient to provide the Objectives, or any other harm to persons participating in such programs and activities that arises out of any action or inaction taken pursuant to this Agreement.

Staffing by the recipient is subject to the following conditions:

a. **Background Checks.** The Recipient agrees to perform background criminal checks and provide information (including full name and address and the particulars of the background criminal check) to the City and CRA on all staff, employees, contractors and subcontractors who will participate in any program or activity conducted at City owned property prior to such program or activity being conducted. In addition, the Recipient agrees to provide such additional information on all staff, employees, contractors and subcontractors who will participate in any program or activity conducted at any other City owned property as may be requested by the City or the CRA within twenty (20) days of such written request.

b. **Non-Discrimination.** During the term of this Agreement, the Recipient agrees that it will not unlawfully discriminate, harass, or allow harassment against any employee (or volunteer) or applicant for employment (or volunteer) on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age and will not limit or give preference to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age as it pertains to employment or volunteer opportunities.

14. **Appropriations.** Nothing contained herein shall be construed as binding the City or the CRA to expend in any one fiscal year any sum in excess of appropriations made by the City Commission or the CRA, respectively, or as involving the City or the CRA in any contract or other obligation for the further expenditure of money in excess of or in advance of receipt of appropriation or other funds.

15. **Accuracy of Information.** Recipient warrants and represents that all documentation and information provided by Recipient in connection with this Agreement are and shall continue through the term of this Agreement to be true, complete and accurate in all material respects. Any material changes to such documentation and/or information must be provided to the CRA within twenty (20) days of such changes.
16. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City or as applicable, the CRA, of its sovereign immunity under the Constitution and laws of the State of Florida.

17. **Forfeit of Grant Funds/Repayment of Grant Funds Improperly Expended.** If any or all grant funds are not expended, or have not been expended, in accordance with this Agreement, or if personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the CRA, at its sole and absolute discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Recipient to forfeit the unexpended portion of the grant funds and to repay to the CRA any funds improperly expended.

18. **Remedies.** The rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. In the event the Recipient breaches any of the terms or conditions of this Agreement, the CRA shall have the following non-exclusive remedies:

a. **Prior to Payment of Grant.** The CRA reserves the right to withdraw funding and/or terminate this Agreement.

b. **After Payment of Grant.** The CRA reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including, but not limited to, repayment of the Grant, or any portion thereof. Further, the CRA reserves the right to deem the Recipient ineligible for participation in future CRA grants, loans or projects.

19. **Termination of Agreement.** The Recipient agrees that:

a. **Actions Required By Recipient Upon Termination.** In addition to any other obligation provided for in this Agreement, upon termination of this Agreement, either by the expiration of term provided for herein, early termination as provided below, or any other reason resulting in the termination of this Agreement, Recipient shall, within thirty (30) days of such termination:

i. **Final Written Report.** Submit a final written report describing all programs and activities performed by Recipient.

ii. **Accounting.** Provide an accounting of grant funds expended up to and including the date of termination.

iii. **Reimbursement.** Reimburse the CRA for any unspent funds.
b. **Early Termination.** Notwithstanding anything to the contrary provided for in this Agreement, upon ten (10) days written notice to the Recipient, the CRA may, in addition to any right permitted by this Agreement or statute, terminate this Agreement prior to the end of the term provided herein upon the occurrence of any one or more of the following events:

i. The mutual consent of the Recipient and the CRA.

ii. The Recipient materially defaults in its performance of any of the provisions provided for in this Agreement.

iii. The Recipient fails to perform in accordance with the Objectives.

iv. The Recipient declares bankruptcy, is wound up, dissolved or otherwise ceases to exist as a legal entity.

v. The Recipient fails to obtain or maintain its section 501(c)(3) tax-exempt non-profit status.

vi. The Recipient fails to comply with any local, state or federal statute, ordinance, rule, order, regulation or requirement.

vii. The CRA declares or makes a finding that Recipient’s performance under this Agreement is unsatisfactory or inconsistent with the goals and objectives of the CRA.

viii. The CRA determines, in its sole discretion, that facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant, or any portion thereof, as contemplated infeasible or impractical.

ix. The CRA determines, in its sole discretion, that there have been material changes in the scope or nature of the Objectives from that which was presented by the Recipient or there have been material delays in the implementation of the Objectives and such material changes or delays have not received prior written approval of the CRA.

x. Discovery of misuse of the Grant, or any portion thereof, or any other action taken by the Recipient that endangers the life or safety of persons participating in the Objectives.

20. **Indemnification.** Recipient agrees to indemnify, defend and hold harmless the CRA, the City, and their respective elected or appointed officials, agents, employees, volunteers and consultants, from and against any and all liabilities, claims, demands, damage or costs (including attorneys’ fees) arising out of, resulting from, or in any
way connected with or incident to Recipient’s, or Recipient’s officers, employees, agents, contractors, or volunteers, performance or lack thereof of this Agreement, including, but not limited to, the conduct or management of Recipient’s Staff, Recipient’s performance of the Objectives, Recipient’s default in the performance, or lack thereof, of any covenant to be performed pursuant to the terms of this Agreement, or from any act of negligence or intentional tort by or as a result of actions or inactions of Recipient’s Staff.

21. **Recipient’s Waiver of Claims.** The Recipient agrees to waive any and all claims and recourse against the CRA or the City, their respective officials, officers, agents, employees, volunteers and consultants, including, but not limited to, any and all rights to any type of express or implied indemnity or right of contribution from the CRA or the City for loss or damage to persons or property arising out of, resulting from, or in any way connected or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure or condition created pursuant to, or as a result of, this Agreement.

22. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

23. **Assignment.** This Agreement and the parties’ respective rights, interests and obligations herein are not assignable by either the act or agreement of any other party or by operation of law without the prior written consent of the CRA and the Recipient (or their respective successors and assigns).

24. **No Third-Party Beneficiaries.** Except for the rights and benefits expressly provided to the City under this Agreement, nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

25. **Notices.** Any notice, demand and communication required or permitted to be given hereunder to any of the parties to this Agreement shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the following:

For the CRA: Winter Park Community Redevelopment Agency  
Attn: Economic Development Director  
401 Park Avenue South  
Winter Park, Florida 32789

For the Recipient: Enzian Theater, Inc.  
1300 S. Orlando Avenue  
Maitland, Florida 32751
26. **Amendments.** This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must specifically refer to this Agreement.

27. **Relationship of the Parties.** Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the parties, or to allow either to exercise control or direction over the other.

28. **Further Actions and Assurances.** Each party agrees it will execute, acknowledge or verify, and deliver any and all documents and take any and all other actions that from time to time may be reasonably requested by the other to carry out the purposes and intent of this Agreement.

29. **Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

30. **Expenses.** Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party’s own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement. In the event of any default on the part of any party to this Agreement and the necessity to initiate court action for the enforcement of any right herein, then in such event, the parties in such action shall be responsible for their own respective costs and expenses of such action, including attorney’s fees.

31. **Interpretation.** None of the parties shall be considered the drafter of this Agreement for purposes of interpreting this Agreement.

32. **Captions.** The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement or construed in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

33. **No Waiver.** The rights of the CRA herein shall be cumulative, and failure on the part of the CRA to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

34. **Applicable Law/Venue.** The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie in Orange County, Florida.

35. **Exhibits.** Any exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

36. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
37. **Entire Agreement.** This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether oral or written, among the parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force and effect.

38. **Authorized Parties.** Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the parties does intend and hereby legally bound under the terms of this Agreement.

39. **Insurance.** During the term of this Agreement, Recipient shall be responsible for providing and maintaining comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Recipient from claims of property damage and personal injury which may arise from the objectives performed under this Agreement whether such objectives are performed by the Recipient or by anyone directly employed by or contracting with the Recipient. A copy of a current Certificate of Insurance shall be provided to the CRA by Recipient upon the Effective Date of this Contract which satisfies the insurance requirements of this paragraph 39. Renewal certificates shall be sent to the CRA thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the CRA in the event of cancellation or modification of any stipulated insurance coverage. The CRA shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

WITNESSES:

Print Name:

Print Name:

WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163 of the Florida Statutes

By: Kenneth W. Bradley, Chairman

ATTEST:

CINDY BONHAM, CRA Clerk

WITNESSES:

Print Name:

Print Name:

ENZIAN THEATER, INC., a Florida not for profit corporation

By:

Print:

Its:
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of __________, 2010, by Kenneth W. Bradley, as Chairman of the Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163 of the Florida Statutes, on behalf of the Agency. He or she is personally known to me or produced the following identification:

__________________________________________

(NOTARY SEAL)  
Notary Public: ____________________________
Printed Name: ____________________________
Commission No.: __________________________
My Commission Expires:_____________________

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of __________, 2010, by ________________, as ______________ of Enzian Theater, Inc., a Florida non-profit corporation, on behalf of the corporation. He or she is personally known to me or produced the following identification: ____________________________

(NOTARY SEAL)  
Notary Public: ____________________________
Printed Name: ____________________________
Commission No.: __________________________
My Commission Expires:_____________________

14
EXHIBIT “A”

The Enzian Theater desires to bring a continuing cultural series of classic films to Downtown Winter Park & recreational areas within Winter Park on a monthly basis at sunset in Central Park, to be known as Popcorn Flicks in the Park. Popcorn Flicks in the Park serves several purposes. Not only do the films entertain, inspire, educate, and connect the community through film, thereby fulfilling Enzian’s mission, but they also provide a free alternative cultural activity in the evening when families have time to spend together and as an added benefit stimulate the economy among the shops on Park Avenue. Popcorn Flicks in the Park screens free films for the public and provides free popcorn to the audience. At every Popcorn Flick, a guest film expert provides an entertaining and educational introduction, deepening the audience's experience of the film. Often written program notes are distributed to accompany the introduction. These screenings will regularly attract large and diverse audiences.

Location and Frequency: Enzian will provide monthly Popcorn Flicks screenings in Central Park on the second Thursday of each month for a total of 12 showings in Central Park over the term of this agreement.

In the case that inclement weather cancels a scheduled Popcorn Flick screening a follow-up “rain date” will be scheduled 2-weeks from the original date. “Rain date” information will be posted on the Enzian Website and on marketing materials promoting the films and programs.

Attendance: Enzian takes great pride in its ability to bring people together as well, providing a place for the community to gather (both at Enzian and in Winter Park) and celebrate cultural excellence. Perhaps no project achieves these goals in as accessible a way as the Popcorn Flicks program. The Enzian expects an average attendance of 400 at each showing, for a total of 4,800 people over the 12 month contract term.

Marketing: The Enzian and City of Winter Park CRA will work together to market the event in cooperation with each other. All marketing materials and presentations will include a good faith effort to include both the name of Enzian Theater and the City of Winter Park Community Redevelopment Agency.

Enzian Marketing:
Orlando Sentinel event calendars, Enzian Screen, Orlando Weekly upcoming events, and other local papers, as well as on the Enzian website, newsletters, print and email.

City/CRA Marketing:
Winter Park Update, the City website calendar, event posters, utility bill calendars, Chamber of Commerce monthly calendars, monthly media alert, and the event information line, and will add articles and information referring to special programming into the new quarterly publication, The Hannibal Herald.

Under this agreement the funding of $18,000.00 will be used to provide for the Popcorn Flick Program and related educational and cultural activities for the twelve (12) months of January 1, 2011 through December, 31 2011.
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective and entered into this ___ day of ___ , 2010, by and between Mount Bethel Missionary Baptist Church of Winter Park, a Florida not for profit corporation ("Landlord"), whose address is P.O. Box 2044, Winter Park, Florida 32790, and Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 183, Florida Statutes ("Tenant"), whose address is 401 S. Park Avenue, Winter Park, Florida 32789. Said parties, for and in consideration of the sums to be paid as rent in the manner herein provided and the mutual covenants herein set forth, do hereby agree as follows:

SECTION 1.0 BASIC LEASE PROVISIONS.

1.1 The premises to be leased pursuant to the terms herein is that certain parking area being more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

1.2 The term of this Lease ("Term") shall begin on October 1, 2010 (the "Commencement Date") and end on midnight of September 30, 2015. Unless terminated earlier by Landlord as set forth in Section 1.4, Tenant shall have the right to extend the Term for additional five (5) year terms.

1.3 The rent for the Premises ("Rent") shall be based on the number of actual standard vehicle parking spaces available for use by the public.

1.4 Landlord and Tenant agree that during the initial five year period of this Lease, neither party shall have the right to cancel this Lease; except, however, the Lease may be terminated (i) by either party based on a material default by the other party of any provision of this Lease (subject to Sections 5.0 herein), or (ii) by the Landlord, with ninety (90) days written notice to the Tenant, if the Landlord obtains building permits to commence construction of a building on the Premises. After the initial five year term of this Lease, the Landlord or Tenant shall have the right to cancel this Lease upon sixty (60) days' written notice to the other party of its intent to terminate.

1.5 Landlord and Tenant agree that all insurance, and utilities for the Premises, with the exception of costs directly relating to Tenant's obligations set forth in Sections 3.2 and 3.4, shall be borne by the Landlord and not the Tenant.

1.6 Landlord and Tenant agree that if the Premises loses its tax exempt status, Tenant shall be responsible for payment of the property tax bill related to the Premises.

SECTION 2.0 POSSESSION OF THE PREMISES.

2.1 Tenant shall be entitled to possession of the Premises on the Commencement Date, subject to the terms and conditions of the Lease.

SECTION 3.0 TENANT'S USE & OPERATION STANDARD; TENANT'S IMPROVEMENTS

3.1 Tenant agrees to use the Premises solely for public parking. At no time shall tractor trailers, and/or staging of construction equipment or materials be allowed.

3.2 Tenant further agrees:

A. Not to commit waste on the Premises, to keep the Premises in a safe, neat, clean and orderly condition and to maintain the Premises to the same or better condition as existed at the Commencement Date.

B. Not to use the Premises or permit the same to be used in any manner in violation of law, that would constitute a nuisance, or that would constitute an extra-hazardous use.

C. To keep all garbage and refuse off the Premises.

D. To post tow-away signs on the Premises prohibiting the parking of vehicles from midnight (12) a.m. to five (5) a.m. seven days a week.

E. To maintain the Premises in good condition, make any necessary repairs or replacements in and to the Premises resulting from Tenant's use, and improve the Premises in accordance with Section 3.4.

3.3 Tenant and Landlord acknowledge that Tenant's use of the Premises is subject to Landlord's right, from time to time, in the exercise of the Premises on certain days and at certain times in accordance with this Section. Landlord shall have exclusive use of the Premises at all times from five (5) a.m. to Monday at one (1) a.m. during the Term or any extended term of this Lease, unless Landlord gives prior notice otherwise to Tenant. Landlord also reserves the right, from time to time, to exclusively use the Premises on other days, provided Landlord gives Tenant at least forty-eight (48) hours prior verbal notice of the time period and date of Landlord's intended exclusive use. At all times during any period of exclusive use by Landlord, Tenant shall post visible signage on the Premises indicating such exclusive use. Tenant also reserves the right, from time to time, to exclusively use the Premises during City recognized holidays, or any City recognized or City supported festivals or events within the City, including, without limitation, the Winter Park Art Festival and the Unity Heritage Festival, provided Tenant gives Landlord at least forty-eight (48) hours prior verbal notice of the time period and date of Tenant's intended exclusive use. At all times during any period of exclusive use by Tenant, Tenant shall post visible signage on the Premises indicating such exclusive use.

3.4 Tenant and Landlord agree that Tenant may make improvements to lots 2 and 6 on the Premises similar to existing improvements previously constructed on the east side of the Premises (the "Tenant Improvements"). Tenant shall make full and prompt payment of all costs and expenses of the Tenant Improvements, and shall obtain the release or cancellation of any notice, claim or lien filed by any person or corporation within five (5) days after notice to Tenant by Landlord. In no event shall the Interest of Landlord in the Premises be subject to any mechanics', materialman's, laborer's or other statutory or common law liens for work done by or at the instance of Tenant. All persons dealing or contracting with Tenant or any employees, agents or contractor of Tenant are hereby put on notice of the foregoing provisions. Tenant agrees to join Landlord, at Landlord's request, in the execution of a memorandum of lease to be recorded in the Public Records of Orange County, Florida for the purpose of giving notice of the provisions of this paragraph.

SECTION 4.0 LIMITATION ON LIABILITY; WAIVER OF SUBROGATION.
4.1 Tenant agrees that Landlord shall not be liable for any damage to any person or any personal property in or upon the Premises, regardless of the cause therefore, during any period in which the Premises is not exclusively used by Landlord, except to the extent such damage is caused by the carelessness, negligence or intentional misconduct of Landlord or Landlord's Parties. Landlord agrees that, during Landlord's exclusive use of the Premises, any loss by theft or otherwise of the personal property of Landlord or Landlord's employees, officers, agents, contractors, subcontractors, independent contractors, guests and invitees ("Landlord's Parties") on the Premises shall be at the risk of Landlord only, and during said exclusive period, Tenant shall not be liable for any damage to any person or any personal property in or upon the Premises, regardless of the cause therefore, except to the extent directly caused by an obligation of Tenant expressly assumed under the terms of this Lease.

4.2 Landlord and Tenant agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look first to its insurance for recovery. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either of them, with respect to the Premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance, provided that such waiver of the right of subrogation shall not be operative where the effect is to invalidate such insurance coverage.

SECTION 5.0 TENANT'S DEFAULT, WAIVER & ATTORNEYS' FEES.

5.1 Should Tenant fail to pay Rent when due, then interest shall accrue from five (5) days after the due date at the rate of twelve percent (12%) per annum, but not greater than the maximum rate permitted by law.

5.2 Tenant agrees that if Tenant: (1) fails or refuses to pay Rent under this Lease, at the specified time and place and such default should continue for more than ten (10) days; or, (2) fails or refuses to keep and perform any of the other Tenant agreements in this Lease and such default shall continue for more than fifteen (15) days after written notice thereof by Landlord to Tenant (provided, however, if the cause of such default involves matters reasonably requiring more than fifteen (15) days to correct or cure, Tenant will be deemed in compliance with the written notice so long as Tenant has commenced appropriate correction action within the fifteen (15) days and is diligently prosecuting completion thereof), then Landlord may re-enter and take possession of the Premises, remove Tenant's personal property therefrom and store the same at Tenant's expense, or, at Landlord's option, Landlord may immediately terminate this Lease.

5.3 All rights and remedies of Landlord and Tenant specified herein are cumulative and none shall exclude any other rights or remedies allowed by law or equity. No waiver of any agreement of this Lease, or of the breach thereof, shall be taken to constitute a waiver of any subsequent breach of such agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement hereof.

5.4 In the event suit is brought in connection with this Lease, the prevailing party shall be entitled to reimbursement of all costs incurred in connection therewith, including reasonable attorneys' fees incurred at or before the trial level, in any appellate proceedings, and in bankruptcy.

5.5 Landlord and Tenant agree that Orange County, Florida shall be the venue of any action arising in any way out of this Lease.

SECTION 6.0 TITLE, QUIET ENJOYMENT & ACCESS TO PREMISES.

6.1 Landlord warrants that it has lawful title and the right to execute this Lease and agrees, if Tenant shall perform all of Tenant's agreements herein specified, Tenant shall, subject to the terms and conditions of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Landlord or any persons lawfully claiming through Landlord.

6.2 Tenant agrees that Landlord and its agents may inspect the Premises at any reasonable time.

SECTION 7.0 SURRENDER OF PREMISES.

7.1 Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon termination of this Lease, in as good or better condition and repair (ordinary wear and tear excepted) as the same shall be at the Commencement Date with addition of the Tenant Improvements.
SECTION 8.0 NOTICE & REASONABLE CONSENT.

8.1 Any notice or communication or payment which Landlord or Tenant may desire or be required to give to the other party shall be in writing and shall be sent to the other party by 24-hour guaranteed courier or by registered or certified mail to the address specified in the introductory paragraph above, or to such other address as either party shall have designated to the other by like notice, and the time of the rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid or with said courier.

CRA: Winter Park Community Redevelopment Agency 401 Park Avenue South Winter Park, Florida 32789 Attn: Dori DeBold, ED/CRA Director 407.569.3365 ddebold@wwpotwinc.org

Recipient: Mr. Ernest Manning Mount Moriah Missionary Baptist Church PO Box 2044 Winter Park, Florida 32790 321.303.4853 Manning555@bapl.com

8.2 Whenever this Lease specifies that either party has the right of consent, said consent shall be effective only if in writing and signed by the consenting party, unless noted otherwise.

SECTION 9.0 LEGAL CONSTRUCTION.

9.1 This Lease shall be construed in accordance with the applicable laws of the State Florida. In interpreting this Lease, there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party. The Section and Paragraph numbers and captions are inserted only as a matter of convenience and in no way define or limit the scope or intent of such Sections, Paragraphs or this Lease.

SECTION 10.0 ENTIRE AGREEMENT, PROVISIONS BINDING, TIME OF ESSENCE, COUNTERPARTS.

10.1 This Lease and any incorporated attachments contain all the agreements between the parties hereto and cannot be modified in any manner other than by agreement signed by the parties.

10.2 The agreements herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Each agreement, term and provision of this Lease shall be construed to be a promise, covenant and condition. During the Term of this Lease, Landlord represents and warrants that Landlord shall provide any prospective buyer of the Premises a copy of this Lease prior to the execution of any sale and purchase agreement regarding the Premises.

10.3 Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

10.4 This Lease may be executed in any number of counterparts, including facsimile and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this Lease, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

10.5 Nothing contained in this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by Tenant of its sovereign immunity under the Constitution and laws of the State of Florida.

10.6 During the Term of this Lease, Landlord represents and warrants that Landlord shall provide any prospective buyer of the Premises a copy of this Lease prior to the execution of any sale and purchase agreement regarding the Premises.

10.7 Tenant shall not assign this Lease nor sublet the Premises to any third party; provided, however, Tenant may assign this Lease or sublet the Premises to the City of Winter Park with Landlord’s consent.
IN WITNESS WHEREOF, Landlord and Tenant have executed this document as of the date hereinafore written, each acknowledging receipt of an executed copy hereof.

WITNESSES:

[Signatures]

Print Name:

[Signatures]

Print Name:

LANDLORD:

MOUNT MORIAH MISSIONARY BAPTIST CHURCH
OF WINTER PARK, a Florida not for profit corporation

By:

Print Name:

[Signatures]

TENANT:

WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163, Florida

Statutes

By:

Kenneth Bradley, its Chairman

Attest:

By:

Cynthia Bonham, CRA Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _8__ day of _August__, 2010, by

[Signature]

AUDREY P. ALLISON
MY COMMISSION # DD 999831
EXPIRES: June 20, 2014
Bonded thru Notary Public Underwriters

Notary Public

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of ______________, 2010, by Kenneth Bradley and Cynthia Bonham, as Chairman and CRA Clerk, respectively, of the WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, on behalf of said agency. He/She are [ ] personally known to me or [ ] produced _________ as identification.

Notary Public

Print Name
EXHIBIT "A"

Parcel ID: 05-22-30-9400-52-010

Address: 411 S. Pennsylvania Avenue

Legal Description:
LOTS 1, 2, 4, 5 and 6, BLOCK 52, OF THE REVISED MAP OF THE TOWN OF WINTER PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGES 67 THROUGH 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY
GRANT AGREEMENT

THIS CITY OF WINTER PARK COMMUNITY REDEVELOPMENT AGENCY
GRANT AGREEMENT ("Agreement") is made and entered into this ___ day
of ___ , 2010 by and between the CITY OF WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of
Chapter 163 of the Florida Statutes (the "CRA"), and WELBOURNE AVENUE NURSERY
AND KINDERGARTEN, INC., a Florida not for profit corporation ("Recipient").

RECITALS

WHEREAS, it is a goal of the CRA to promote public safety and police/resident
communication to reduce crime and make the CRA a safe and desirable place to live and work; and

WHEREAS, the Recipient is a non-profit corporation with the purpose of (1) providing
affordable childcare in a safe and supportive environment for children of very low to moderate
income families in the Community Redevelopment Area, and (2) ensuring quality education by
facilitating the developmental growth of students in the areas of fine/gross motor skills, language
skills, nutrition and hygiene, speech production skills, cognitive skills, and early literacy; and

WHEREAS, in conjunction therewith, the Recipient has set forth the Program Overview
and Goals in Exhibit "A" attached hereto and incorporated herein by this reference (the
"Objectives"); and

WHEREAS, the CRA desires to enter into an agreement with the Recipient whereby the
Recipient will receive and utilize certain funds of CRA for the purpose of performing the
Objectives to strengthen the CRA community; and

WHEREAS, Recipient shares the aforementioned goals of the CRA, and has agreed to
enter into this Agreement to further the purposes of the CRA; and

WHEREAS, Recipient has or will have available the necessary qualified and trained
personnel, facilities, materials and supplies to perform such Objectives as set forth in this
Agreement.

NOW, THEREFORE, for and in consideration of the promises and provisions contained
herein, and for other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the City, the CRA, and the Recipient agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein as
material provisions of this Agreement.
2. **Term.** This Agreement shall be effective upon the execution by all parties (the "Effective Date") and shall remain in effect, unless terminated sooner pursuant to its terms, until October 1, 2011, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as provided herein. Notwithstanding the foregoing, the parties agree that the reporting, record and accounting requirements provided for herein shall survive the termination of this Agreement.

3. **Grant.** The CRA, subject to terms and conditions provided in this Agreement and the availability of grant monies, hereby authorizes the award of a grant to the Recipient in an amount not to exceed Seven Thousand and 00/100 dollars ($7,000.00) (the "Grant"). Disbursal of the Grant, or any portion thereof, to the Recipient is made in consideration of, and on the condition that the Grant, or any portion thereof, be expended in implementing and performing the Objectives, and the complete and satisfactory performance of the terms of this Agreement. No other use of the Grant, or any portion thereof, may be made without the written consent of the CRA. Disbursal of the Grant, or any portions thereof, to the Recipient shall be disbursed to the Recipient on or before September 30, 2011.

4. **Deposit, Utilization, and Commingling of Grant Funds.** Upon receipt of any grant monies from the CRA:

   a. **Deposit.** The Recipient shall deposit said grant monies, or any portion thereof, in a fully insured financial institution and maintain said monies in said financial institution until such time said monies are needed for the purposes of developing, implementing and providing the Objectives.

   b. **Use.** The Recipient shall use said grant monies, or any portion thereof, exclusively for the programs and activities set forth in this Agreement.

   c. **Commingling.** The Recipient shall not commingle said grant monies, or any portion thereof, with other funds from multiple sources that are administered by the Recipient.

5. **Progress and Financial Report.** By July 1, 2011, the Recipient shall submit to the CRA a Report. The Report shall be consistent with the Objectives and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of the Report may result in the ineligibility of the Recipient to receive any future contributions from the CRA.

6. **Operation of Recipient’s Programs.** Upon the commencement of the term provided for herein, the Recipient shall provide, conduct, operate or otherwise perform the Objectives on the dates and times and at the locations reasonably approved in advance
by the CRA. The Objectives shall be provided, conducted, operated or otherwise performed in accordance with the following criteria, unless the parties shall agree otherwise in writing:

a. **Participant Discrimination.** Recipient agrees that in the provision of the Objectives that Recipient shall not unlawfully discriminate, harass, or allow harassment against any applicant for or participant in the Objectives on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age, nor shall Recipient limit or give preference to participate in or attend the Objectives to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age.

b. **Access.** The Recipient shall allow the CRA, or its representatives, to be present during such time as Recipient is conducting any of the Objectives, and to access and monitor the Objectives to ensure compliance with the terms of this Agreement. Recipient shall, to assist in monitoring, provide the CRA and the CRA’s designee access all relevant records and such other information as the CRA may deem necessary.

7. **Accountability and Oversight.** The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds. The use of any funds provided under this Agreement for a purpose other than those expressly stated herein may subject the Recipient, its officers, employees or agents, to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds. In addition to the foregoing and the other terms and conditions provided in this Agreement, the CRA and Recipient shall have the following obligations pertaining to the use of the public funds and the oversight of the Objectives:

a. **Recipient’s Obligations and Responsibilities.** Recipient hereby agrees as follows:

i. **Financial Statements.** Recipient shall, on July 1, 2011, or within thirty (30) days after written request by the CRA, provide to the CRA Financial Statements for the most recently completed six (6) months or fiscal year, prepared according to generally accepted accounting principles uniformly applied and which has been audited by an outside independent certified public accountant. The Financial Statements must contain information that will permit the reader to evaluate the Recipient’s total administrative costs and whether such costs may be considered reasonable.

ii. **Accounting System.** Recipient shall maintain a separate account system for the Grant, or any portion thereof. The Recipient shall maintain records for every expenditure incurred directly or indirectly by this Agreement; such records shall include, but are not limited to, documentation of all
budgeted expenditures (e.g., time cards, requisitions for payments, rentals, leases, receipts, invoices, and any other documents pertinent to the expenditures) and non-budgeted expenditures. In addition, a log of all expenditures by line item shall be maintained by the Recipient in order for the reader to ascertain how the Grant, or any portion thereof, was expended. Such records shall be maintained in a file and be made available for examination by the CRA, from the Effective Date until five (5) years after the termination of this Agreement, within twenty (20) days of a written request.

iii. **Administrative Costs.** The costs of operating the Objectives will be reasonable and support efforts toward cost effectiveness. Costs of operating the Objectives will balance the lowest possible administrative costs with overall programming effectiveness and safety. Subject to generally accepted accounting principles, the Recipient will allocate administrative costs in a manner to avoid cross-subsidies between programs that are supported, in whole or part, by the Grant, or any portion thereof, and programs that are not.

iv. **Recipient’s Other Funding Agreements.** The Recipient shall submit to the CRA a list of all grant or funding agreements entered into between the Recipient and other public or private organizations concerning the programs and activities funded, in whole or in part, under this Agreement and of any termination, default, suspension or disallowed costs under said funding agreements. The Recipient shall inform the CRA in writing of all new sources of funding the Recipient may acquire during the term of this Agreement concerning the programs and activities funded, in whole or in part, under this Agreement. A copy of any of the foregoing agreements shall be furnished to the CRA within twenty (20) days of a written request from the CRA.

v. **Requests For Additional Information.** The Recipient agrees to respond within twenty (20) days of a written request for additional information from the CRA.

vi. **Board of Directors.** Within twenty (20) days of receipt of written notice from the CRA, Recipient shall provide a list of the Recipient’s then acting board of directors.

vii. **Audit/Records Access.** Notwithstanding anything in this Agreement to the contrary, the Recipient agrees that the CRA and City, or their designated representatives, shall have an absolute right of access to all of the Recipient’s records pertaining to this Agreement and to conduct reviews and audits, including, but not limited to, the Recipient’s contractors, subcontractors, vendors and any entity receiving benefit from
the Grant, or any portion thereof. These records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditor(s) upon written request for the indicated reviews and audits. Such records shall be retained for at least five (5) years from the termination of this Agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation or audit, whichever is later.

viii. **Recipient’s Program Evaluation.** Recipient shall, within thirty (30) days after written request from the CRA, provide to the CRA summaries of program accomplishments and shortcomings as it pertains to achieving the goals and objectives of the CRA as stated in the Recitals of this Agreement. Such summaries must include a section which compares the goals to actual outcomes achieved, measured by ongoing program evaluation activities.

ix. **Input.** The Recipient will seek comment from the CRA and from the public on issues related to its performance of the Objectives under this Agreement. Upon written request from the CRA, the Recipient will be required to attend meetings of the CRA or its Advisory Board pertaining to the award of the Grant, or any portion thereof, the Recipient’s Programs, or any other matter relating to or in connection with this Agreement.

x. **Standards of Conduct.** The Recipient will operate under professional standards of conduct and organizational effectiveness, consistent with the public interest and mandates of the Florida Statutes.

b. **CRA’s Obligations and Responsibilities.** The CRA hereby agrees as follows:

xi. **CRA Staff Review and Evaluation.** The Community Redevelopment Manager (the “Manager”) or its designee shall, at the request of the CRA, provide to the CRA a review and evaluation of the Recipient’s compliance with the terms and conditions of this Agreement, the effectiveness and benefits derived from the Grant, or any portion thereof, and offer recommendations to improve the efficiency and effectiveness of the Objectives, as measured by the Recipient’s participation therein.

8. **Corporate Operations.** During the term of this Agreement, the Recipient will: (a) preserve its status as a section 501(c)(3) tax-exempt nonprofit corporation, duly organized and validly existing under the laws of the state of Florida; (b) maintain the requisite corporate power and authority to carry on its business; and (c) comply with its articles of incorporation, by-laws, policies, and all applicable laws, regulations, and rules.
9. **Governance Documents.** The CRA acknowledges having received the Recipient’s current articles of incorporation, by-laws and policies. The Recipient represents that such documents are currently in effect and that there have been no changes.

10. **Publicity and Acknowledgement.** The Recipient shall acknowledge the CRA’s support each time any of the Objectives are publicized in news media, brochures or other types of promotional material. Such acknowledgement shall provide the following: “[Insert Name of Recipient] thanks the Winter Park Community Redevelopment Agency for its support by providing funding for this program.” Any deviation of such language of acknowledgement must be approved by the CRA Manager in writing prior to submission to the media.

11. **Funding.** Except as expressly provided in and subject to this Agreement, it is understood and expressly agreed by and between the parties to this Agreement that neither the City nor the CRA are responsible or obligated to provide any additional funding for the Objectives or to approve reductions in the scope of the promised Objectives. The Recipient acknowledges and agrees that Recipient shall bear the sole responsibility to provide the Objectives and to provide any additional funds necessary to provide the Objectives, regardless of the actual costs and even if those costs exceed the Recipient’s cost estimate. Further, any expenditure made by Recipient pertaining to or in connection with the Objectives prior to the Effective Date is undertaken at the Recipient’s sole expense.

12. **Personal Property Acquired With Grant Funds.** All personal property, including equipment and supplies, acquired with the Grant, or any portion thereof, shall be used by the Recipient only for the purposes for which the CRA approved their acquisition for so long as said property is needed for such purposes, regardless of whether the Recipient continues to receive grant funds from the CRA for such purposes. Subject to the obligations and conditions set forth in this section, title to all personal property acquired with grant funds, including equipment and supplies, shall vest upon acquisition in the Recipient.

13. **Staffing.** Subject to the conditions below, the Recipient has the sole responsibility for selecting and providing adequate employees, volunteers, independent contractors or other staffing personal (“Recipient’s Staff”) in compliance with local, state and federal regulations and guidelines for the provision of the Objectives. The Recipient shall be solely liable for all salary, employment benefits, or other compensation or remuneration provided to Recipient’s Staff and shall indemnify and hold harmless the City and the CRA from any and all claims for compensation and for tort liability suffered by Recipient’s Staff arising out of or related to the providing of the Objectives.

Further, the Recipient accepts full responsibility of hiring, utilizing or receiving services from someone who has a prior conviction. It is the Recipient’s full responsibility to select, screen, and train Recipient’s Staff to provide the Objectives.
and to protect the health and safety of persons participating in such programs and activities. The Recipient shall be solely liable for any and all harm to the persons participating in the Objectives or others resulting from any action or inaction of the Recipient in conducting screenings or tests on or training of any of Recipient’s Staff utilized to provide the Objectives and shall indemnify and hold harmless the City and the CRA from any claims for compensation and for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of any of Recipient’s Staff utilized by Recipient to provide the Objectives, or any other harm to persons participating in such programs and activities that arises out of any action or inaction taken pursuant to this Agreement.

Staffing by the recipient is subject to the following conditions:

a. **Background Checks.** The Recipient agrees to perform background criminal checks and provide information (including full name and address and the particulars of the background criminal check) to the City and CRA on all staff, employees, volunteers, contractors and subcontractors who will participate in any program or activity conducted at City owned property prior to such program or activity being conducted. In addition, the Recipient agrees to provide such additional information on all staff, employees, volunteers, contractors and subcontractors who will participate in any program or activity conducted at any other City owned property as may be requested by the City or the CRA within twenty (20) days of such written request.

b. **Non-Discrimination.** During the term of this Agreement, the Recipient agrees that it will not unlawfully discriminate, harass, or allow harassment against any employee (or volunteer) or applicant for employment (or volunteer) on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age and will not limit or give preference to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age as it pertains to employment or volunteer opportunities.

14. **Appropriations.** Nothing contained herein shall be construed as binding the City or the CRA to expend in any one fiscal year any sum in excess of appropriations made by the City Commission or the CRA, respectively, or as involving the City or the CRA in any contract or other obligation for the further expenditure of money in excess of or in advance of receipt of appropriation or other funds.

15. **Accuracy of Information.** Recipient warrants and represents that all documentation and information provided by Recipient in connection with this Agreement are and shall continue through the term of this Agreement to be true, complete and accurate in all material respects. Any material changes to such documentation and/or information must be provided to the CRA within twenty (20) days of such changes.
16. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City or as applicable, the CRA, of its sovereign immunity under the Constitution and laws of the State of Florida.

17. **Forfeit of Grant Funds/Repayment of Grant Funds Improperly Expended.** If any or all grant funds are not expended, or have not been expended, in accordance with this Agreement, or if personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the CRA, at its sole and absolute discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Recipient to forfeit the unexpended portion of the grant funds and to repay to the CRA any funds improperly expended.

18. **Remedies.** The rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. In the event the Recipient breaches any of the terms or conditions of this Agreement, the CRA shall have the following non-exclusive remedies:

   a. **Prior to Payment of Grant.** The CRA reserves the right to withdraw funding and/or terminate this Agreement.

   b. **After Payment of Grant.** The CRA reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including, but not limited to, repayment of the Grant, or any portion thereof. Further, the CRA reserves the right to deem the Recipient ineligible for participation in future CRA grants, loans or projects.

19. **Termination of Agreement.** The Recipient agrees that:

   a. **Actions Required By Recipient Upon Termination.** In addition to any other obligation provided for in this Agreement, upon termination of this Agreement, either by the expiration of term provided for herein, early termination as provided below, or any other reason resulting in the termination of this Agreement, Recipient shall, within thirty (30) days of such termination:

      i. **Final Written Report.** Submit a final written report describing all programs and activities performed by Recipient.

      ii. **Accounting.** Provide an accounting of grant funds expended up to and including the date of termination.

      iii. **Reimbursement.** Reimburse the CRA for any unspent funds.
b. **Early Termination.** Notwithstanding anything to the contrary provided for in this Agreement, upon ten (10) days written notice to the Recipient, the CRA may, in addition to any right permitted by this Agreement or statute, terminate this Agreement prior to the end of the term provided herein upon the occurrence of any one or more of the following events:

i. The mutual consent of the Recipient and the CRA.

ii. The Recipient materially defaults in its performance of any of the provisions provided for in this Agreement.

iii. The Recipient fails to perform in accordance with the Objectives.

iv. The Recipient declares bankruptcy, is wound up, dissolved or otherwise ceases to exist as a legal entity.

v. The Recipient fails to obtain or maintain its section 501(c)(3) tax-exempt non-profit status.

vi. The Recipient fails to comply with any local, state or federal statute, ordinance, rule, order, regulation or requirement.

vii. The CRA declares or makes a finding that Recipient’s performance under this Agreement is unsatisfactory or inconsistent with the goals and objectives of the CRA.

viii. The CRA determines, in its sole discretion, that facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant, or any portion thereof, as contemplated infeasible or impractical.

ix. The CRA determines, in its sole discretion, that there have been material changes in the scope or nature of the Objectives from that which was presented by the Recipient or there have been material delays in the implementation of the Objectives and such material changes or delays have not received prior written approval of the CRA.

x. Discovery of misuse of the Grant, or any portion thereof, or any other action taken by the Recipient that endangers the life or safety of persons participating in the Objectives.

20. **Indemnification.** Recipient agrees to indemnify, defend and hold harmless the CRA, the City, and their respective elected or appointed officials, agents, employees, volunteers and consultants, from and against any and all liabilities, claims, demands, damage or costs (including attorneys’ fees) arising out of, resulting from, or in any
way connected with or incident to Recipient’s, or Recipient’s officers, employees, agents, contractors, or volunteers, performance or lack thereof of this Agreement, including, but not limited to, the conduct or management of Recipient’s Staff, Recipient’s performance of the Objectives, Recipient’s default in the performance, or lack thereof, of any covenant to be performed pursuant to the terms of this Agreement, or from any act of negligence or intentional tort by or as a result of actions or inactions of Recipient’s Staff.

21. **Recipient’s Waiver of Claims.** The Recipient agrees to waive any and all claims and recourse against the CRA or the City, their respective officials, officers, agents, employees, volunteers and consultants, including, but not limited to, any and all rights to any type of express or implied indemnity or right of contribution from the CRA or the City for loss or damage to persons or property arising out of, resulting from, or in any way connected or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure or condition created pursuant to, or as a result of, this Agreement.

22. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

23. **Assignment.** This Agreement and the parties’ respective rights, interests and obligations herein are not assignable by either the act or agreement of any other party or by operation of law without the prior written consent of the CRA and the Recipient (or their respective successors and assigns).

24. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

25. **Notices.** Any notice, demand and communication required or permitted to be given hereunder to any of the parties to this Agreement shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the following:

   For the CRA:       Winter Park Community Redevelopment Department  
   Attn: Economic Development Director  
   401 Park Avenue South  
   Winter Park, Florida 32789

   For the Recipient:  Welbourne Avenue Nursery and Kindergarten, Inc.  
   450 W. Welbourne Avenue  
   Winter Park, Florida 32789
26. **Amendments.** This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must specifically refer to this Agreement.

27. **Relationship of the Parties.** Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the parties, or to allow either to exercise control or direction over the other.

28. **Further Actions and Assurances.** Each party agrees it will execute, acknowledge or verify, and deliver any and all documents and take any and all other actions that from time to time may be reasonably requested by the other to carry out the purposes and intent of this Agreement.

29. **Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

30. **Expenses.** Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party’s own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement. In the event of any default on the part of any party to this Agreement and the necessity to initiate court action for the enforcement of any right herein, then in such event, the parties in such action shall be responsible for their own respective costs and expenses of such action, including attorney’s fees.

31. **Interpretation.** None of the parties shall be considered the drafter of this Agreement for purposes of interpreting this Agreement.

32. **Captions.** The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement or construed in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

33. **No Waiver.** The rights of the CRA herein shall be cumulative, and failure on the part of the CRA to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

34. **Applicable Law/Venue.** The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie in Orange County, Florida.

35. **Exhibits.** Any exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

36. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
37. **Entire Agreement.** This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether oral or written, among the parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force and effect.

38. **Authorized Parties.** Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the parties does intend and hereby legally bound under the terms of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

WITNESSES:

WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163 of the Florida Statutes

By: Kenneth W. Bradley, Chairman

ATTEST:

Cindy Bonham, CRA Clerk

WITNESSES:

WELBOURNE AVENUE NURSERY AND KINDERGARTEN, INC., a Florida not for profit corporation

By: 
Print: 
Its: 

Print Name: 

Print Name: 

Print Name: 
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of ________, 2010, by Kenneth W. Bradley, as Chairman of the Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163 of the Florida Statutes, on behalf of the Agency. He or she is personally known to me or produced the following identification:

(NOTARY SEAL)  Notary Public: ____________________________
Printed Name: ____________________________
Commission No.: ____________________________
My Commission Expires: ____________________________

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of ________, 2010, by ________________, as _______________ of Welbourne Avenue Nursery and Kindergarten, Inc., a Florida non-profit corporation, on behalf of the corporation. He or she is personally known to me or produced the following identification:

(NOTARY SEAL)  Notary Public: ____________________________
Printed Name: ____________________________
Commission No.: ____________________________
My Commission Expires: ____________________________
EXHIBIT “A”

Welbourne Avenue Nursery and Kindergarten, Inc. was established in 1927 in order to provide affordable, quality childcare for working families living in the Hannibal Square area. Programs serve very low to moderate income families and prepare their children for future academic success. This service allows families to remain working and self-sufficient. Welbourne Avenue Nursery uses the Creative Curriculum program, computers and age-appropriate software, daily observance, weekly in-class evaluations, and parent surveys to measure student performance. Each day, two home cooked meals and snacks are provided to students.

The childcare program focuses on facilitating developmental growth of the students in the areas of fine/gross motor skills, receptive/expressive language skills, nutrition and hygiene, speech production skills, cognitive skills, visuo-spatial skills, and early literacy skills.

Past funding from the CRA was used to purchase well needed dramatic play items, shelving for the 1,000 book library, shelving in classrooms, educational toys, cabinet replacement and repairs, and new flooring throughout the school.

Under this agreement the funding of $7,000 will be used toward the following projects and items: New Kitchen Appliances and Educational Supplies. This funding will continue to benefit CRA businesses and residents by providing high quality childcare in a safe supportive environment for the children by not increasing fees for required classroom and facility improvements.
GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Agreement”) is made and entered into this ___ day of __________, 2010, by and between CREALDE ARTS, INC., a Florida not for profit corporation, whose mailing address is 600 St. Andrews Boulevard, Winter Park, Florida 32792 (the “Recipient”), and the CITY OF WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (the “CRA”).

WITNESSETH

WHEREAS, it is a goal and objective of the CRA to develop and improve social programs for recreation and cultural enhancement for all residents, to create an environment for social enrichment, enhance the CRA as the focus of cultural, education, social and community activities, and to ensure that the history of the Westside is properly represented in its collections; and

WHEREAS, it is also a goal and objective of the CRA to develop programs and activities that will encourage resident participation and keep youth involved and off the streets; and

WHEREAS, the City of Winter Park, a Florida municipal corporation (the “City”), is the owner of that certain real property generally known as the “Hannibal Square Heritage Center,” located within the Winter Park Community Redevelopment Area (the “Area”), being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Heritage Center”); and

WHEREAS, Recipient has or will enter into a lease with the City whereby Recipient will occupy the Heritage Center for a term of years, and perform such operational, organizational and managerial services as are set forth in Exhibit “B” attached hereto (the “Services”) and incorporated herein by this reference; and

WHEREAS, the CRA desires to enter into an agreement with the Recipient whereby the Recipient will receive and utilize said funds of CRA for the purpose of performing the Services which will create, develop and enhance cultural, educational, social and community activities, as well as ensure that the history of the Westside is represented; and

WHEREAS, Recipient shares the aforementioned purposes and goals of the CRA, and has agreed to enter into this Agreement to further the purposes of the CRA; and

WHEREAS, Recipient has or will have a vailable the necessary qualified and trained personnel, facilities, materials and supplies to perform such Services as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the CRA and the
Recipient hereby agree as follows:

1. **INCORPORATION OF PREAMBLE.** The preamble of this Agreement is incorporated herein as covenants and agreements and made a part hereof.

2. **TERM.** This Agreement shall be effective upon the execution by all parties (the "Effective Date") and shall remain in effect, unless terminated sooner pursuant to its terms, until October 1, 2011, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as provided herein.

3. **GRANT.** The CRA, subject to terms and conditions provided in this Agreement and the availability of grant monies, hereby authorizes the award of a grant to the Recipient in an amount not to exceed Forty Thousand Dollars ($40,000.00) (the "Grant"). Disbursal of the Grant to the Recipient is made in consideration of and on the condition that the Grant be expended in operating, implementing, funding and performing the Services, and the complete and satisfactory performance of the terms of this Agreement. No other use of the Grant may be made without the written consent of the CRA.

4. **DISBURSAL.** Subject to the terms and conditions provided in this Agreement, the Grant shall be disbursed to the Recipient within thirty (30) days of the Effective Date. Evidence of the amount and date of the disbursement of the Grant shall be made by reference to the minutes of the CRA as maintained by the Clerk of the CRA.

5. **DEPOSIT, UTILIZATION, AND COMMINGLING OF GRANT FUNDS.** Upon receipt of any Grant monies from the CRA:

   (a) **Deposit.** The Recipient shall deposit said Grant monies in a fully insured financial institution and maintain said monies in a separate and distinct account with said financial institution until such time said monies are needed for the purposes of developing, funding, implementing and providing the Services.

   (b) **Commingling.** The Recipient shall not commingle said Grant monies with funds from any other source.

   (c) **Use.** The Recipient shall use said Grant monies exclusively for developing, funding, implementing and providing the Services and activities as set forth in this Agreement.

6. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORT.** By July 1, 2011, the Recipient shall submit to the City a Report. The Report shall be consistent with the Services as attached in Exhibit “B” and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of the Report may result in the ineligibility of the Recipient to receive any future contributions from the CRA. The goals set-forth in Exhibit “B” are estimated and is a 12-month projection.

7. **NONPROFIT STATUS.** During the term of this Agreement, the Recipient will:
(a) preserve its status as a section 501(c)(3) tax-exempt nonprofit corporation, duly organized and validly existing under the laws of the state of Florida; (b) maintain the requisite corporate power and authority to carry on its business; and (c) comply with its articles of incorporation, by-laws, policies, and all applicable laws, regulations, and rules.

8. **Nondiscrimination.** Recipient agrees that in the provision of Recipient’s Services that Recipient shall not unlawfully discriminate, harass, or allow harassment against any participant in Recipient’s Services on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age, nor shall Recipient limit or give preference to participate in or attend Recipient’s programs to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age.

9. **Accountability and Oversight.** The Grant covered by this Agreement are public funds and as such are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds. The use of any funds provided under this Agreement for a purpose other than those expressly stated herein may subject the Recipient, its officers, employees or agents, to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds. In addition to the foregoing and the other terms and conditions provided in this Agreement, the Recipient shall have the following obligations pertaining to the use of the public funds and the oversight of the Recipient’s Services:

(a) **Recipient’s Obligations and Responsibilities.** Recipient hereby agrees as follows:

i. **Financial Statements.** Recipient shall, on July 1, 2011, or within thirty (30) days of a written request from the CRA, provide to the CRA financial statements for the most recently completed six (6) months or fiscal year, prepared according to generally accepted accounting principles uniformly applied and which has been audited by an outside independent certified public accountant. The financial statements must contain information that will permit the reader to evaluate the Recipient’s total administrative costs and whether such costs may be considered reasonable.

ii. **Accounting System.** Recipient shall maintain a separate account for the Grant, or any portion thereof. The Recipient shall maintain records for every expenditure incurred directly or indirectly by this Agreement. In addition, a log of all expenditures by line item shall be maintained by the Recipient in order for the reader to ascertain how the Grant, or any portion thereof, was expended. Such records shall be maintained in a file and be made available for examination by the CRA year after the Effective Date until five (5) years after the termination of this Agreement, within twenty (20) days of a written request from the CRA.

iii. **Recipient’s Other Funding Agreements.** The Recipient shall submit to the CRA as part of their annual reporting requirement a list of all grant or funding agreements entered into between the Recipient and other public or
private organizations concerning the programs and activities funded, in whole or in part, under this Agreement and of any termination, default, suspension or disallowed costs under said funding agreements.

iv. Requests For Additional Information. The Recipient agrees to respond within twenty (20) days of a written request for additional information from the CRA.

(b) Audit/Records Access. Notwithstanding anything in this Agreement to the contrary, the Recipient agrees that the CRA, or its designated representatives, shall have an absolute right of access to all of the Recipient’s records pertaining to this Agreement and to conduct reviews and audits. These records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditor(s) upon written request for the indicated reviews and audits. Such records shall be retained for at least five (5) years after the termination of this Agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation or audit, whichever is later. In addition, should Recipient provide any or all of the Grant monies to sub-recipients, then and in that event Recipient 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 CRA or the its designee to the same extent as those of the Recipient.

v. Recipient’s Program Evaluation. Recipient shall within thirty (30) days of a written request from the CRA, provide to the CRA summaries of program accomplishments and shortcomings as it pertains to achieving the goals and objectives of the CRA as stated in Exhibit B.

vi. Input. The Recipient will seek comment from the CRA and from the public on issues related to its performance of Recipient’s Services under this Agreement. Upon written request from the CRA, the Recipient will be required to attend meetings of the CRA pertaining to the award of the Grant the Recipient’s Services, or any other matter relating to or in connection with this Agreement.

vii. Standards of Conduct. The Recipient will operate under professional standards of conduct and organizational effectiveness, consistent with the public interest and mandates of the Florida Statutes.

(c) CRA’s Obligations and Responsibilities. The CRA hereby agrees as follows:

i. CRA Staff Review and Evaluation. The CRA Manager, or its designee shall, at the request of the CRA, provide to the CRA a review and evaluation of the Recipient’s compliance with the terms and conditions of this Agreement, the effectiveness and benefits derived from the Grant and offer recommendations to improve the efficiency and effectiveness thereof, as measured by the Recipient’s participation therein.
10. **MONITORING.** Recipient shall permit the CRA to access and monitor the Services to ensure compliance with the terms of this Agreement. Recipient shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all relevant records and such other information as the CRA may deem necessary.

11. **OTHER EXPENSES AND FUNDING.** Except as expressly provided in and subject to this Agreement, it is understood and expressly agreed by and between the parties to this Agreement that the CRA is not responsible or obligated to provide any additional funding for the Recipient’s Services or to approve reductions in the scope of the promised Recipient’s Services. The Recipient acknowledges and agrees that Recipient shall bear the sole responsibility to provide the Recipient’s Services and to provide any additional funds necessary to provide the Recipient’s Services, regardless of the actual costs and even if those costs exceed the Recipient’s cost estimate. Further, any expenditure made by Recipient pertaining to or in connection with Recipient’s Services prior to the Effective Date is undertaken at the Recipient’s sole expense.

12. **PERSONAL OR REAL PROPERTY ACQUIRED WITH GRANT FUNDS.** All personal and real property, including equipment and supplies, acquired with the Grant, or any portion thereof, shall be used by the Recipient only for the purposes for which the CRA approved their acquisition for so long as said property is needed for such purposes, regardless of whether the Recipient continues to receive grant funds from the CRA for such purposes. Subject to the obligations and conditions set forth in this section, title to all personal and real property acquired with grant funds, including equipment and supplies, shall vest upon acquisition in the Recipient.

13. **STAFFING.** Subject to the conditions below, the Recipient has the sole responsibility for selecting and providing adequate employees, volunteers, independent contractors or other staffing personal (“Recipient’s Staff”) in compliance with local, state and federal regulations and guidelines for the provision of Recipient’s Services. The Recipient shall be solely liable for all salary, employment benefits, or other compensation or remuneration provided to Recipient’s Staff and shall indemnify and hold harmless the CRA from any and all claims for compensation and for tort liability suffered by Recipient’s Staff arising out of or related to the provision of Recipient’s Services.

Further, the Recipient accepts full responsibility of hiring, utilizing or receiving services from someone who has a prior conviction. It is the Recipient’s full responsibility to select, screen, and train Recipient’s Staff to provide Recipient’s Services and to protect the health and safety of persons participating in such programs and activities. The Recipient shall be solely liable for any and all harm to the persons participating in Recipient’s activities or others resulting from any action or inaction of the Recipient in conducting screenings or tests on or training of any of Recipient’s Staff utilized to provide Recipient’s Services and shall indemnify and hold harmless the CRA from any claims for compensation and for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of any Recipient’s Staff utilized by Recipient to provide Recipient’s Services, or any other harm to persons participating in such programs and activities that arises out of any action or inaction taken pursuant to this Agreement.

During the term of this Agreement, the Recipient agrees that it will not unlawfully
discriminate, harass, or allow harassment against any employee (or volunteer) or applicant for employment (or volunteer) on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age and will not limit or give preference to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age as it pertains to employment or volunteer opportunities.

14. ACCURACY OF INFORMATION. Recipient warrants and represents that all documentation and information provided by Recipient in connection with this Agreement, including all representations, statements and information contained therein, are and shall continue through the term of this Agreement to be true, complete and accurate in all material respects. Any material changes to such documentation and/or information must be provided to the CRA within twenty (20) days of such changes.

15. INDEMNIFICATION. The Recipient agrees to indemnify and hold the CRA harmless 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 Recipient, Recipient's performance of the Services or because due to the mere existence of this Agreement itself.

16. FORFEIT OF GRANT FUNDS/REPAYMENT OF GRANT FUNDS IMPROPERLY EXPENDED. If any or all Grant funds are not expended, or have not been expended, in accordance with this Agreement, or if personal property acquired with Grant funds is not being used, or has not been used, for Grant purposes in accordance with this Agreement, the CRA, at its sole and absolute discretion, may require the Recipient to forfeit the unexpended portion of the Grant funds and to repay to the CRA any funds improperly expended.

17. REMEDIES. The rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. In the event the Recipient breaches any of the terms or conditions of this Agreement, the CRA reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including, but not limited to, repayment of the Grant, or any portion thereof. Further, the CRA reserves the right to deem the Recipient ineligible for participation in future CRA grants, loans or projects.

18. TERMINATION OF AGREEMENT. The Recipient agrees that:

(a) Actions Required By Recipient Upon Termination. In addition to any other obligation provided for in this Agreement, upon termination of this Agreement, either by the expiration of term provided for herein, early termination as provided below, or any other reason resulting in the termination of this Agreement, Recipient shall, within thirty (30) days of such termination:

   i. Final Written Report. Submit a final written report describing all programs and activities performed by Recipient.
ii. Accounting. Provide an accounting of grant funds expended up to and including the date of termination.

iii. Reimbursement. Reimburse the CRA for any unexpended funds.

(b) Early Termination. Notwithstanding anything to the contrary provided for in this Agreement, upon ten (10) days written notice to the Recipient, the CRA may, in addition to any right permitted by this Agreement or statute, terminate this Agreement prior to the end of the term provided herein upon the occurrence of any one or more of the following events:

i. The mutual consent of the Recipient and the CRA.

ii. The Recipient materially defaults in its performance of any of the provisions provided for in this Agreement.

iii. The Recipient utilizes the Grant, or any portion thereof, in violation of this Agreement.

iv. The Recipient declares bankruptcy, is wound up, dissolved or otherwise ceases to exist as a legal entity.

v. The Recipient fails to obtain or maintain its section 501(c)(3) tax-exempt non-profit status.

vi. The Recipient fails to comply with any local, state or federal statute, ordinance, rule, order, regulation or requirement.

vii. Prior to the expiration of this Agreement, the CRA declares or makes a finding that Recipient's performance under this Agreement is unsatisfactory or inconsistent with the goals and objectives of the CRA.

viii. The CRA determines, in its sole discretion, that facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant, or any portion thereof, as contemplated infeasible or impractical.

ix. The CRA determines, in its sole discretion, that there have been material changes in the scope or nature of the Recipient's Services from that which was presented by the Recipient or there have been material delays in the implementation of the Recipient's Services and such material changes or delays have not received prior written approval of the CRA.
x. Discovery of misuse of the Grant, or any portion thereof, or any other action taken by the Recipient that endangers the life or safety of persons participating in the Recipient’s activities or Services.

19. **NO WAIVER.** Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

20. **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.

21. **NONASSIGNABILITY.** The Recipient may not assign its rights hereunder without the prior written consent of the CRA. Failure to comply with this section may result in immediate termination of this Agreement.

22. **EXPENSES.** Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party’s own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement. In the event of any default on the part of any party to this Agreement and the necessity to initiate court action for the enforcement of any right herein, then in such event, the parties in such action shall be responsible for their own respective costs and expenses of such action, including attorney’s fees.

23. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to or will be construed to confer upon any person, other than the parties to this Agreement, any right, remedy or claim under or with respect to this Agreement.

24. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in anyway creating or establishing the relationship as partner or joint venture between the parties hereto or as constituting Recipient as the agent or representative of the CRA for any purpose or in any manner whatsoever.

25. **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 Recipient agrees to notify the CRA of an occurrence of any incident or action filed against Recipient, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

26. **INSURANCE.** Recipient will have in force the following insurance coverage, and will provide Certificates of Insurance to the CRA 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 CRA.
(a) Commercial General Liability -- The Recipient will provide 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.

(b) Workers' Compensation -- The Recipient will 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.

(c) Employee's Honesty Insurance -- The Recipient will provide coverage with not less than $10,000 limit.

27. 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.

28. 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:

CRA: Winter Park Community Redevelopment Agency
      Attn: Economic Development Director
      401 Park Avenue South
      Winter Park, Florida 32789

Recipient: Crealde School of Art
           600 St. Andrews Boulevard
           Winter Park, Florida 32792

29. EXHIBITS. Any exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

30. AUTHORIZED PARTIES. Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the parties does intend and hereby legally bound under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.
WITNESSES:

CITY OF WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes

By: ______________________________
    Kenneth W. Bradley, Chairman

ATTEST:

_____________________________
    CYNTHIA BONHAM, CRA Clerk

WITNESSES:

CREALDE ARTS, INC., a Florida non-profit corporation

By: ______________________________
    Print: ______________________________
    Its: ______________________________

Print Name:_____________________

Print Name:_____________________

Print Name:_____________________

10
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of __________, 2010, by Kenneth W. Bradley, as Chairman of the City of Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, on behalf of the CRA. He or she is personally known to me or produced the following identification:

______________________________________________

(NOTARY SEAL) Notary Public:

________________________

Printed Name:

________________________

Commission No.:

________________________

My Commission Expires:


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of __________, 2010, by ________________, as _______________ of Crealde Arts, Inc., a Florida non-profit corporation, on behalf of the corporation. He or she is personally known to me or produced the following identification: ____________________________________________________________________

(NOTARY SEAL) Notary Public:

________________________

Printed Name:

________________________

Commission No.:

________________________

My Commission Expires:
EXHIBIT A

Lots 1 and 16, Block 50, REVISED MAP OF THE TOWN OF WINTER PARK, according to the Plat thereof recorded in Plat Book A, Pages 67 through 72, Public Records of Orange County, Florida.
Exhibit “B”

Operations, Programming Overview and Attendance Goals

Crealde Arts, Inc. (Crealdé) is a Florida not for profit corporation that has leased the Hannibal Square Heritage Center from the City of Winter Park for a term of years. Crealdé has agreed to perform certain operational and managerial responsibilities in conjunction with its tenancy of the Hannibal Square Heritage Center. Crealdé will operate and program a majority of the Heritage Center on behalf of the City of Winter Park through 2038.

The Heritage Center is a partnership project between the City of Winter Park, the Community Redevelopment Agency and Crealdé. The Heritage Center is a tribute to the past, present and future contributions of Winter Park’s African American community. Through innovative programming in arts and humanities, the Heritage Center will become a neighborhood focal point, archive, and home to the Heritage Collection: Photographs and Oral Histories of West Winter Park. Through exhibitions and diverse educational programs it will inspire all Central Floridian’s and visitors to Winter Park and make them more aware of, respect, explore and participate in their own community’s history and heritage.

Hours of Operation for viewing and docent tours of the Heritage Collection and traveling exhibitions. During the open hours, the Heritage Center will be staffed by a Docent Manager hired and managed by Crealdé who will be responsible for security, facilitating tours of the collection, the training of volunteer docents, and sales of artwork, books, and gift cards.

- Tuesday – Thursday 12:00 PM– 4:00 PM
- Friday 12:00 PM – 5:00 PM
- Saturday 10:00 AM– 2:00 PM

Programming Overview and Attendance Goals

July 1, 2010 – June 30, 2011

<table>
<thead>
<tr>
<th>Ongoing displays and exhibitions:</th>
<th>2,400</th>
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<tbody>
<tr>
<td><strong>Tours of Heritage Collection</strong> of over 100 museum-quality framed photographs and oral histories provided by community docents trained by programming partner Orange County Regional History Museum in Orlando, Florida.</td>
<td></td>
</tr>
<tr>
<td><strong>Historic time lines</strong> of West side history as it parallels national African American events researched by Fairolyn Livingston and Dr. Ron Habin located in the front galleries of the Heritage Center.</td>
<td></td>
</tr>
<tr>
<td><strong>The Heritage Collection/Oral History Program</strong> will be available on a regular basis to copy historical photographs, conduct interviews, and take portraits of the contributors.</td>
<td></td>
</tr>
<tr>
<td><strong>Florida Humanities Council</strong> traveling exhibition panels <em>Black Florida in Pictures</em> and <em>Overtown: Miami’s Little Broadway</em> located in the upstairs</td>
<td></td>
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</tbody>
</table>
classroom.
- **Celebrating Community Pride in Hannibal Square Mosaic Mural** in Shady Park
- **Hannibal Square Memory Wall** by Pennsylvania-based folk artist Mr. Imagination
- **Collaborative painting A Community Picnic** from Grand Opening Celebration, created in collaboration between community members and Plant City folk artist Ruby Williams
- A display of **senior's and children's art work** from our outreach classes.

### Arts and Humanities Classes:

<table>
<thead>
<tr>
<th>Event</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Continuation of the <strong>free, 8-week, hands-on art sampler classes for children</strong> (weekly, September through May, an average of 13 students per week)</td>
<td>75</td>
</tr>
<tr>
<td>Continuation of the <strong>free, year-round, hands-on art sampler classes seniors.</strong> (five 8-week classes)</td>
<td>50</td>
</tr>
<tr>
<td><strong>Tuition-driven visual art classes</strong> for adults and children from Crealdé's extensive curriculum in photography, drawing, and painting. (five sessions of 8-week class sessions per year, 8-10 separate courses offered each session)</td>
<td>300</td>
</tr>
<tr>
<td><strong>A field trip program</strong> for 4th – 8th graders entitled <em>What Heritage Means to Me</em> for Central Florida Public and Private Schools. Each group of 25 students will participate in a guided tour and discussion of the Heritage Collection: Photographs and Oral Histories from West Winter Park, facilitated by a senior citizen docent and resident of the community. Each child will verbalize thoughts about their favorites. This experience will be followed by a workshop facilitated by a member of Crealdé’s professional teaching staff. Students will create a piece of art reflecting <em>What Heritage Means to Me</em>, incorporating the experience of touring the Heritage Center, as well as their personal experience of family, home, community, country, and even native country. Pending additional private funding, this program may be expanded to two mornings per week during the school year.</td>
<td>600</td>
</tr>
<tr>
<td><strong>Free children’s art workshops</strong> at the 2010 Unity Heritage Festival</td>
<td>75</td>
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</table>

### Visiting Exhibitions and Artist Residencies:

<table>
<thead>
<tr>
<th>Event</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 9 – September 25, 2010 <strong>125 Windows into a Historic Community: The Complete Heritage Collection.</strong></td>
<td>500</td>
</tr>
</tbody>
</table>
- October 9, 2010 – January 15, 2011 *The Art of Hope: A Regional Juried Exhibition Commemorating the First African-American President, Barak Obama*  
  500

- January 21 – April 9, 2011 *Connecting Andre Smith and Zora Neale Hurston: Maitland and Eatonville as Joining Communities*  
  500

- April 15 – August 27, 2011 *The Art of Uncle Monday and Other Florida Tales*  
  500

- April 16, 2011 *2nd Annual Hannibal Square Heritage Center Folk Art and Traditional Craft Festival*  
  1500

<table>
<thead>
<tr>
<th>Special Public Receptions and Tours</th>
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<tbody>
<tr>
<td>Throughout the year, special receptions and Open Houses will be held in partnership with other Winter Park and Central Florida-based not for profit and cultural organizations including the Winter Park Playhouse, the Zora Neale Hurston Festival and Winter Park Leadership</td>
</tr>
<tr>
<td>500</td>
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</tbody>
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<tr>
<th>Historical and Community Research:</th>
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<tr>
<td>Hold a Community Heritage Day in the fall of 2010 where researchers will collect additional photographs and oral histories for the Heritage Collection.</td>
</tr>
<tr>
<td>25</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Historical and Community Research:</th>
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<tbody>
<tr>
<td>Donations to community archive of photographs, documents, and small artifacts.</td>
</tr>
<tr>
<td>25</td>
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<thead>
<tr>
<th>Historical and Community Research:</th>
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<tbody>
<tr>
<td>In partnership with the University of Central Florida’s Heritage Alliance program, the Heritage Center will be able to utilize technological resources and student interns for educational programs that involve folklore, heritage, and digital</td>
</tr>
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<td>25</td>
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<table>
<thead>
<tr>
<th>Total Projected Attendance</th>
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<tbody>
<tr>
<td>7,575</td>
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</table>

**Attendance tracking:**

- Visitation is tracked through a sign-in book for individuals and Public Impact Forms for groups.
- Students from both the free outreach classes and the Crealdé tuition-driven classes are counted one time per 8-week session.
- Festival and Field Trip participation is tracked through Public Impact forms completed by our instructors.