

CITY OF ORLANDO
FUNDING AGREEMENT FOR FISCAL YEAR 2025 TO 2026 ORLANDO
COMMUNITY AND YOUTH TRUST, INC.

THIS FUNDING AGREEMENT, (“Agreement”) made and entered into this 1st day of October 2025, by and between the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida, (“the City”) and **Orlando Community and Youth Trust, Inc.**, a Florida not for profit corporation (“the Agency”).

WITNESSETH THAT:

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

WHEREAS, these Services benefit, in whole or in part, the citizens of the City; and

WHEREAS, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare and safety of the citizens of the City would be served by funding the Services; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the City has appropriated funds to be paid or granted to the Agency for providing such Services; and

WHEREAS, the parties mutually desire to enter into this Agreement whereby the Agency will receive and disburse the aforementioned funds of the City for the purpose of providing the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Agency has available the necessary qualified and trained personnel, facilities, materials and supplies to perform the Services set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **INCORPORATION OF PREAMBLE.** The preamble of this Agreement set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.

2. **FUNDING; PERFORMANCE OF SERVICES.** The City has heretofore appropriated, for the period commencing October 1, 2025, and ending September 30, 2026, the total sum of \$450,000.00 to be administered and disbursed by the Agency solely for the Services set forth herein (“Funds”). Agency hereby agrees to provide and perform the Services in accordance with the terms and conditions set forth in this Agreement.

3. **PAYMENTS.** The City's contribution shall be made to the Agency in two (2) equal payments of \$225,000 as invoiced by the agency beginning October 1, 2025, and ending September 30, 2026, unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Chief Financial Officer of the City, or their designees. All payments by the City shall be contingent upon: (a) receipt and approval by the City of the annual workplan, performance and financial reports specified in Paragraph 4 below; (b) inclusion of the audit provisions set forth in Paragraph 7 below in sub-Agency agreements; and (c) compliance by the Agency with any and all requirements, terms and conditions contained in this Agreement, including the provision of the Services by the Agency. Contingent upon all requirements having been met, the first monthly installment shall be disbursed on or about October 31, 2025, or within thirty (30) days following execution of the Agreement by all parties, whichever is later. The final payment shall be disbursed on or about March 31, 2026. Any Funds received by the Agency which are not expended to provide or perform the Services set forth herein prior to September 30, 2026, shall be repaid to the City no later than September 30, 2027, unless a written extension of time for such expenditure is granted by the Contract Administrator or the Children, Youth, and Families Assistant Division Manager, who shall serve as the Program Officer, but only with prior approval by the Contract Administrator.

4. **PERFORMANCE AND FINANCIAL REPORTING.** The Agency agrees to submit, performance and financial reports on a regular basis in form and content acceptable in accordance with the schedule set forth in the SOW attached hereto and incorporated herein by this reference. At a minimum, subject to requests for additional information, such performance reports shall include an evaluation of the Services and must indicate the amount or level of Services provided to City of Orlando residents. Moreover, the performance reports shall be consistent with the Services detailed herein and shall identify expenditures associated with or related to the Funds. Failure to submit required reports by the deadlines or to provide complete and accurate information shall result in withholding of payments until such reports are received and approved by the City. The Agency shall have fifteen (15) calendar days from written notice to cure any late or incomplete reporting. Failure to cure within this period shall constitute grounds for termination of this Agreement and may result in the Agency's ineligibility to receive further contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to receipt of any payment under this Agreement.

5. **LEGAL AND GOOD STANDING STATUS.** The Agency represents and warrants that it is a duly organized and validly existing entity or individual in good standing under the laws of the State of Florida. The Agency shall provide documentation evidencing its good standing and authority to do business in the State of Florida prior to the distribution of any Funds. The Agency shall maintain its legal status and remain in good standing with the State of Florida throughout the term of this Agreement. The Agency shall notify the City in writing within five (5) business days of any change, loss, or challenge to its legal status or good standing with the State of Florida, including but not limited to dissolution, revocation, suspension, or administrative action. Upon such notification, or if the City otherwise becomes aware of such change, the City reserves the right to suspend payments, require repayment of funds disbursed, or terminate this Agreement immediately. Additionally, the Agency agrees to provide updated proof of good standing annually or upon request

by the City. Failure to maintain all required legal statuses or to provide timely documentation shall be grounds for termination of this Agreement and discontinuation of payments.

Agency certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Agreement is for a contract for goods or services of one million dollars or more, Agency certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, and is not engaged in business operations in Cuba or Syria. Agency shall be required to recertify the aforementioned certifications at each renewal of the Agreement. The City may terminate this Agreement if Agency is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida or engages in business operations in Cuba or Syria.

Agency hereby represents, warrants, and certifies that Agency does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that the Agency has provided the Human Trafficking Affidavit attached hereto as Exhibit "B."

6. **NONDISCRIMINATION.** The Agency agrees that it shall not unlawfully discriminate in the provision of Services. Agency shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. Agency shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.

7. **ACCOUNTING AND AUDIT.** The Agency shall submit copies of its audited annual financial statements to the City as follows: (a) upon execution of this Agreement (or as soon thereafter as such statements are available) for the Agency's immediately preceding fiscal year, and (b) within one hundred eighty (180) calendar days following the end of each fiscal year during which the Agency receives or expends any Funds from the City under this Agreement. The Agency agrees to maintain all financial records related to the Funds in accordance with Generally Accepted Accounting Principles (GAAP). All records related to the Funds, including but not limited to receipts, disbursements, and program-related documents, shall be retained by the Agency and made available for inspection, review, and audit by the City, its agents, or designees during normal business hours throughout the term of this Agreement and for a period of five (5) years following the date of the last payment made by the City under this Agreement. The Agency shall cooperate fully with any audits or reviews conducted by the City or its representatives. If the City initiates an audit or financial review due to suspected non-compliance or other cause, the Agency shall bear all reasonable costs associated with such audit. Routine audits conducted as part of the Agency's normal financial practices shall be borne by the Agency unless otherwise agreed in writing. The Agency shall include in all agreements with any sub-recipients funded under this Agreement provisions requiring such sub-recipients to maintain records related to the use of funds and to permit inspection and audit by the City or its designees to the same extent as required of the Agency. Failure

to submit audited financial statements or to cooperate with audit requests within the specified timeframe may result in suspension of payments, withholding of funds, or termination of this Agreement at the City's discretion. All financial records and audit materials shall be treated as confidential and shall be handled in accordance with applicable laws and City policies regarding privacy and data security.

8. **MONITORING.** The Agency will permit the City and the City's designees to monitor the Services to ensure compliance with the terms of this Agreement. The Agency shall, to assist in the monitoring of its Services, provide the City and the City's designees with access to all client records and such other information as the City may deem necessary. In the event of breach of this Agreement by Agency, the City reserves the right to pursue all legal and equitable remedies available to it including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Agency in a manner which is not in conformance with the terms of this Agreement. Agency shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within fifteen (15) days of demand by the City.

9. **TERMINATION.** Either party may terminate this Agreement at any time without cause by providing the other party with at least thirty (30) calendar days' written notice delivered in accordance with Paragraph 22 below. Termination for cause may be effective immediately upon written notice if the other party materially breaches any term of this Agreement and fails to cure such breach within fifteen (15) calendar days after receipt of written notice specifying the breach. Termination shall not relieve the Agency of its obligations with respect to funds received prior to termination, including submission of final reports and repayment of any unexpended or misused funds. The Agency agrees to cooperate with the City in the orderly wind-down of services and related responsibilities, and shall ensure that any sub-Agency agreements funded under this Agreement are handled consistently with these termination provisions.

10. **INDEMNIFICATION.** The Agency agrees to indemnify, defend and save harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the Agency, its employees, officers, Directors, sub-Agencys or agents related to this Agreement, (2) the provision of any Services by the Agency, its sub-Agencys or agents, or (3) the mere existence of this Agreement itself.

11. **CONFLICT OF INTEREST.** The Agency represents and warrants that no conflict of interest exists or shall arise during the term of this Agreement that would interfere with the performance of its obligations hereunder. The Agency agrees to disclose in writing to the City any actual or potential conflicts of interest related to this Agreement immediately upon becoming aware of such conflict. Failure to disclose a conflict of interest may result in termination of this Agreement.

12. **NO WAIVER.** Continued performance by either party after a default or violation of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to

terminate this Agreement or elect any other remedy or action, nor shall it be construed or act as a waiver for any subsequent default.

13. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed to by 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 contained herein.

14. **FORCE MAJEURE.** Neither party shall be held liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, labor disputes, or other unforeseeable events. The affected party shall promptly notify the other party in writing of the occurrence of such event and use reasonable efforts to resume performance as soon as practicable.

15. **NONASSIGNABILITY.** The Agency may not assign its rights or obligations under this Agreement without the prior written consent, which assignment may be agreed to, denied, or conditioned in part or in whole in his or her sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

16. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

17. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended to or shall be construed as creating, or shall in any way create or establish a relationship as partners or joint ventures between the parties hereto or constitute the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

18. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the Circuit Court of and for Orange County, Florida and shall be governed by the laws of the State of Florida. The Agency agrees to notify the City in writing within ten (10) business days of the occurrence of any incident or action such as, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Agency, related to the Services provided under this Agreement.

19. **CREDITS.** The Agency will give written credit to the City as a sponsor/financial supporter in all acknowledgements, brochures, catalogues, invitations, press releases, printed materials, and all other marketing, promotions and advertising related to the Services. The form and manner of such written credit shall be mutually agreed to by the parties. This provision may be waived by the designated Program Officer.

20. **INSURANCE.** The Agency will have in force during the term of this Agreement the insurance coverages listed below as applicable and required by the State of Florida. Current and valid certificates of insurance for said insurance coverages will be provided upon execution of this Agreement by the Agency. Upon the expiration or modification of such certificates of insurance, the Agency shall provide continuing proof of insurance for the coverages listed below. The insurance coverages shall contain a provision that forbids any cancellation, changes or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days notice to the City.

- a. Commercial General Liability -- The Agency will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and in the aggregate, for bodily injury and property damage.
- b. Automobile Liability -- The Agency will provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence, combined single limits for bodily injury and property damage.
- c. Workers' Compensation -- The Agency will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.
- d. Employee's Honesty Insurance (Fidelity Insurance) -- The Agency will provide coverage of not less than \$10,000 per occurrence.

21. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

22. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and shall be deemed to be delivered:

- (i) when hand delivered to the person hereinafter designated,
- (ii) on the date of deposit in the United States Mail, return receipt requested, or
- (iii) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance, addressed to a party at the address set forth 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. The Program Officer for the agreement shall have full authority to send all notices related to this Agreement on behalf of the City. The parties' addresses are as follows:

City: City of Orlando
Attention: Lisa Early
Director, Department of Families, Parks, and Recreation
595 N. Primrose Drive
Orlando, Florida 32803

Internal Contact: Alexandra Hyatt
Children, Youth, and Families Assistant Division Manager
363 N/ Parramore Ave.
Orlando, Florida 32801
Alexandra.Hyatt@orlando.gov
407.246.4818

Agency: Orlando Community and Youth Trust (OCYT), Inc
Reginald Burruoghs
595 N. Primrose Drive
Orlando, FL 32803
407-246-4276

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

CITY OF ORLANDO, FLORIDA

BY _____
Mayor/Mayor Pro Tem

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

_____, 20____

Assistant City Attorney
City of Orlando, Florida

Orlando Youth and Community Trust, Inc., a
Florida not for profit corporation

By: _____
Signature of Authorized Representative/Officer

Printed Name/Title

Address

Federal ID Number _____

STATE OF FLORIDA }
COUNTY OF _____ }

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online
notarization, this ___ day of _____, 2025,
by:

Signature of Person Making Statement

My Commission Expires:

Signature of Notary Public – State of Florida

(Notary Seal)

(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification

Type of Identification Produced: _____

EXHIBIT A:

Agency's Scope of Work

Project Title

Orlando Community and Youth Trust, (OCYT), Inc. Youth Employment Program – Youth Employment Payroll

1. Purpose and Background

OCYT, Inc will provide payroll processing and disbursement services to facilitate payment of monetary stipends to youth who are enrolled in the city of Orlando Youth Employment Program and work at various youth employment work sites. Youth ages 15–25 who reside within the Orlando Kidz Zone will be eligible to participate. Participants will be compensated at a rate of \$14 per hour, for up to 20 hours per week per youth. A minimum of 160 youth will be served between October 1, 2025 and September 30, 2026.

2. Contract Objectives and Detailed Scope of Services

- A. Administer payroll processing for youth employed under the Program.
- B. Disburse payments directly to youth participants from funds provided by the City.
- C. Maintain appropriate payroll records, including tax withholdings, wage reporting, and compliance with applicable federal, state, and local laws.
- D. Provide the City with regular payroll summaries and reporting as requested.

Schedule and terms of payment:

Base Contract Period: October 1, 2025, to September 30, 2026

Payment will be made bi-annually with initial payment upon execution.

Required Reporting:

Report: Orlando Community and Youth Trust, Inc shall submit monthly payroll summaries indicating number of youths paid

- Payroll Transmittals
- Payroll Summary

Due Date: Due the fifth of the following month (e.g., due November 5th for the month of October)
Deliver to: Alexandra Hyatt, Assistant Division Manager, City of Orlando, Families, Parks and Recreation Department.

Agency Details:

Agency Name: Orlando Community and Youth Trust, Inc.

595 N. Primrose Drive Orlando, FL 32803

Telephone: 407-246-4276

Tax ID #: 65-0572536

7. City Responsibilities

- Provide timely access to City data and resources necessary for program implementation and reporting.
- Designate a Contract Administrator to serve as the primary City contact for the Agency.
- Review and approve submitted workplans, reports, and deliverables within 10 business days of receipt.
- Facilitate coordination with City-funded wraparound service providers.
- Provide vendor with their Supplier ID number.

8. Invoicing & Payment Terms

- Upon approval from the city of Orlando, the Agency will submit bi-annual invoicing to facilitate payroll funding.
Agency shall submit detailed invoices including:
 - Supplier ID Number
 - Dates of service
 - Description of services performed
 - Reference to attached performance reports
 - Invoices should be emailed to the program manager and copied to contract administrator

9. Compliance Requirements

Agency must comply with the following:

- All applicable City of Orlando Procurement Policies and procedures.
- Florida Statutes, including Chapters 287 and 215.985 (FACTS system upload).

- Federal Uniform Guidance (2 CFR Part 200) when federal funds are involved.
- E-Verify requirements under F.S. §448.095.
- Insurance requirements detailed in Exhibit B.

10. Attachments & Exhibits

- Exhibit A – Agencies scope of work and reporting requirements
- Exhibit B – Human Trafficking Affidavit

Submission Schedule

Deliverable	Due Date / Frequency	Submission Method
Monthly Payroll processing Reports	Monthly on the 5 th of each month for the preceding month of service	PDF via email
Bi-annual invoicing	Bi-annual upon execution and conclusion of the agreement.	PDF via email

Exhibit "B"

Human Trafficking Affidavit

Instruction: "Agency", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of Agency, hereby attests as follows:

A. Agency understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Agency hereby attests, under penalty of perjury, that Agency does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Agency. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Agency: _____

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____