

CITY OF ORLANDO
FUNDING AGREEMENT WITH NEW IMAGE YOUTH CENTER INC.

THIS FUNDING AGREEMENT, (“Agreement”) made and entered into this __th day of _____, 2026, by and between the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida, located at 400 S. Orange Ave, Orlando, Florida, 32801 (hereinafter referred to as “the City”) and **NEW IMAGE YOUTH CENTER INC.**, a Florida, not for profit corporation, (hereinafter referred to as "the Agency").

WITNESSETH THAT:

WHEREAS, the Agency has applied to the City for the provision 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 February 1, 2026, and ending September 30, 2026, the total sum of **\$80,000.00** to be administered by and disbursed to 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 with an initial payment of **\$40,000** and four (4) equal payments of **\$10,000.00** totaling **\$80,000.00**. All payments by the City shall be contingent upon: (a) receipt and approval by the City of the program budget, performance and financial reports specified in Paragraph 4 below; (b) inclusion of the requisite contractual provisions for sub-recipients; (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 payment will be disbursed on or about thirty (30) days following execution of the Agreement by all parties hereto. The subsequent payments will be disbursed in equal payments concurrently with the monthly reporting requirements illustrated in "Exhibit **B**" for the months of June, July, August, and September, respectively. Said payments shall be disbursed within 30 days of City approval of the applicable performance report and associated invoice. Any Funds received by Agency which are not expended by Agency to provide or perform the Services set forth herein prior to September, 30 2026, shall be repaid to the City no later than December 1, 2026, unless a written extension of time for such expenditure is granted by the Children, Youth, and Families Assistant Division Manager, who shall serve as the Program Officer. In the event of termination by either Party, any portion of the Funds that have not been expended by the Agency shall be repaid to the City within 15 days of the date of termination. In the event that the provision of Services by the Agency is not anticipated to require the utilization of the full amount of the Funds allocated herein, the City, in its sole discretion, may request an updated budget from the Agency and reduce the final payment of the Funds to reflect the updated budgeted amount required for the Services.

4. **PERFORMANCE AND FINANCIAL REPORTING.** The Agency shall keep orderly and complete records of its accounts and operations. The Agency shall maintain a system of internal controls adequate to safeguard and ensure proper use of governmental and other funds that it may receive. The City shall have the right to audit these records from time to time for compliance by the Agency with the terms, conditions, obligations, and requirements of this Agreement. The City shall have full access to all records, documents, and information, whether on paper or electronic media, of the Agency necessary to perform this review. The Agency agrees to submit the performance and financial reports in form and content acceptable to the City and in accordance with the schedule set forth on **Exhibit "B"** 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 reports shall be consistent with the Services detailed herein and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports in form and content shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive 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. **501(c)3 STATUS.** Agency represents and warrants to City that it has applied for and received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(c)3 organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving

Agency's tax-exempt status shall be provided to the City prior to the distribution of any Funds to Agency. The Agency will maintain its tax-exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If the Agency should, during the term of this Agreement, lose its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Agency.

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 agrees to maintain financial procedures, records and support documents, all in accordance with generally accepted accounting principles, and to fully account for the receipt and expenditure of funds under this Agreement. The Agency will submit copies of its independent third-party audited annual financial statements to the City as follows: (1) upon execution of this Agreement (or as soon thereafter as such statements are prepared) for the Agency's immediately preceding fiscal year and (2) thereafter for each fiscal year of Agency during which it receives or expends any Funds from the City under this Agreement such statements shall be submitted upon completion by the Agency which submission date shall not exceed one hundred eighty (180) days following the end of the Agency's fiscal year. For all financial statements and records related to the Funds, the Agency will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds as are in accordance with Generally Accepted Accounting Principles (GAAP). All such records shall be open to inspection and audit during normal business hours during the term of this Agreement. Additionally, the Agency will maintain its books and records related to the Services provided utilizing the Funds, and the City will be entitled to audit such books and records, for a period of five (5) years from the date of the last payment under this Agreement. Any cost incurred by the Agency as a result of an audit shall be the sole responsibility of, and shall be borne by, the Agency. In addition, should the Agency provide any or all of the Funds to sub-recipients, then, and in that event, the Agency shall include in its written agreements with such sub-recipients the provisions of section 7 and section 8 of this Agreement.

8. **PUBLIC RECORDS.** The Agency understands that by virtue of this Agreement it may be a "Contractor" as defined by section 119.0701, Florida Statutes, and as such, may be subject to and required to comply with same. Further, the Agency shall comply with all applicable provisions of the Chapter 119, Florida Statutes. Specifically, the Agency shall comply with Florida public records laws, including Sections 119.0701 (2) (b) 1 through 4 of the Florida Statutes. **IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC**

RECORDS AT C/O CITY CLERK, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.

9. **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 such 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.

10. **TERMINATION.** This Agreement may be terminated by either party at any time with or without cause, upon written notice to the other party. Said notice shall be delivered in the manner set forth in Paragraph 22 below. The termination of this Agreement shall not relieve the Agency from any obligations under this Agreement with respect to funds paid to the Agency prior to termination. In the event either party notifies the other of its intent to terminate the Agreement, the parties shall meet to discuss in good faith the expeditious and efficient separation of the parties' assets and ongoing obligations. Any such termination notice by either party shall be required forty-five (45) days in advance before it becomes effective, despite the foregoing, Agency shall not obligate additional Funds as of the date of the termination notice without written authorization of the Program Officer.

11. **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, subrecipients or agents related to this Agreement, (2) the provision of any Services by the Agency, its sub-recipients or agents, or (3) the mere existence of this Agreement itself. Nothing in this Agreement shall be deemed to affect the rights privileges, or be deemed a waiver of, or limitation of sovereign immunity protection and limitations of liability, afforded to the City, pursuant to Section 768.28 Florida Statutes.

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. **NONASSIGNABILITY.** The Agency may not assign its rights or obligations under this Agreement.

15. **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.

16. **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.

17. **STAFFING.** The Agency is responsible for all staff recruited, hired and trained to perform the tasks required under this Agreement. Each staff shall meet the required level of education and training standards for the positions held, as established by the Agency's approved position descriptions and personnel policies. Proof of required professional education and training shall be maintained in the employees' files and made available for City review upon request.

The Agency shall ensure all program staff maintain all applicable minimum licensing, credentialing, accreditation, training, and continuing education requirements required by state and federal laws or regulations for their assigned duties and responsibilities.

The Agency may subcontract for services under this Agreement. The City's agreement to allow these services to be subcontracted does not in any way alter the Agency's responsibility to the City for all work performed under this Agreement.

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.
- e. Commercial Childcare -- The Agency will provide and maintain a commercial childcare policy, or city-approved alternative policy, with limits of not less than \$1,000,000 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: Rodney Williams, Director
Department of Families, Parks, and Recreation
595 N. Primrose Drive
Orlando, Florida 32803

Internal Contact: Michael Scott, Coordinator
Department Families, Parks and Recreation Contract Coordinator
363 N. Parramore Avenue
Orlando, Florida 32801
michael.scott@orlando.gov
(C)407-427-4591

Agency: Dr. Shanta Barton Stubbs, Executive Director
214 S. Parramore Ave.
Orlando, FL 32801
sstubbs@newimageyouth.org

23. **Human Trafficking Affidavit.** The 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 Agency has provided the Human Trafficking Affidavit attached hereto as Exhibit “D.”

[SIGNATURES ON FOLLOWING PAGES]

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/ProTem

ATTEST:

Stephanie Herdocia, City Clerk
City of Orlando, Florida

NEW IMAGE YOUTH CENTER INC., a Florida
not for profit Corporation:

By: _____
Signature of Authorized Representative/Officer

Shanta Barton Stubbs, Executive Director.

Printed Name/Title

Federal ID Number _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____,
2026, by _____, the _____ of the
_____. He/she is personally known to me or has produced a
valid _____ Driver's License as identification.

Notary Public:
Commission Expires:
(SEAL)

Exhibit “A”

Scope of Services

New Image Youth Center, (NIYC), is a 501(c)(3) nonprofit organization that has provided crucial afterschool programs and summer camps for at-risk youth in the Parramore community of downtown Orlando for over 20 years. Serving nearly 130 children, teens, and young adults, NIYC offers a wide range of services at no cost, in partnership with the Parramore Kidz Zone. The organization adopts a holistic, trauma-informed approach, supporting the unique needs of each youth and their families while addressing issues like housing and food insecurity, violence, and trauma. NIYC's comprehensive model focuses on academic achievement, health and wellness, life skills development, and crisis intervention. By promoting resilience and emotional stability, NIYC helps youth process their experiences and develop coping mechanisms. Recognizing the significant role families play in youth success, NIYC also provides crisis intervention services that connect parents with necessary resources for housing, food security, and mental health support. As a beacon of hope for youth in Parramore and Holden Heights, NIYC is committed to fostering long-term resilience and self-sufficiency. By partnering with the community, NIYC aims to ensure that all children have opportunities to succeed and thrive despite the challenges they face.

List the types of services to be offered:

Tutoring: After-school homework, integrated academic skills support, and STEM activities.

College/Post-secondary Preparation: Exam prep, application assistance, college and career exploration.

Life Skills: Researched-based therapeutic sessions help students learn developmentally appropriate skills for stress, anger management, coping mechanisms, and positive communication.

Health & Wellness: On-site garden, nutrition/cooking, and fitness classes.

Crisis Support Services: Short-term crisis support for families, including after-hours care, social services referrals, and mental health counseling from our on-site LHMC as needed.

Summer Camp: Provide exciting summer fun, and prevents academic regression when school is out through educational field trips and STEM projects.

The aforementioned services will be provided to children/youth/families residing within the footprint of Parramore and Holden Heights Kidz Zones (see map in Exhibit C).

Performance metrics:

As many program goals are directly related to regular attendance, NIYC considers students who have been out of contact for 45 days or longer without explanation to no longer be program participants. For the 2025 service period, NIYC aims to achieve a 75% attendance rate among active program participants, and a 75% retention rate from previous year participants.

Other objectives in each of the focus areas described above include:

Academic Support:

80% high school graduation rate for program participants.

90% of students participate in tutoring and homework help from trained staff or volunteers.

Social Development:

80% of students participate in group and/or individual mentoring programming

80% of students participate in life-skills programs.

Health and Wellness:

Fitness activities are offered for all students a minimum of three times a week.

Nutrition, gardening, and/or cooking classes are offered weekly.

Exhibit “B”

PERFORMANCE REPORT SCHEDULE

The performance and financial reports indicated below due to the Children, Youth, and Families Assistant Division Manager on the due date specified. Performance reports should include information on the amount of Funds expended and the Services provided to City of Orlando residents with Funds in accordance with the requirements contained in Paragraph 4 of the Agreement. As required by the terms of the Funding Agreement, the Agency will provide documentation supporting expenditures associated with or related to the Funds. If a performance report due date falls on a weekend or holiday, the report shall be due on the next business day to the Children, Youth, and Families Assistant Division Manager.

Agencies must enter all monthly data, including program attendance and case notes, into the Bonterra (formerly ETO) database by the 5th of the following month for the month prior (e.g., January data is due by February 5th). (e.g. January data is due February 5th). Agency will submit a 6-month (mid-year) performance report and budget report due on June 15, 2026, and a final performance report and budget report due on October 5, 2026.

Report	Reporting Period	Due Date
Mid-Year Performance Report	February 1, 2026 – May 31, 2026	June 15, 2026
Final Performance Report	June 1, 2025 – September 30, 2026	October 10, 2026

The performance and financial reports will be completed and submitted as directed by the Children, Youth and Families Assistant Division Manager.

Agency acknowledges and understands that the reports required by this Agreement are a material provision of the Agreement and that the failure of Agency to submit performance reports when due shall constitute grounds by the City, in its discretion and in addition to any other right or remedy available to the City, to refuse to make any additional disbursements of Funds to the Agency until such report is filed in form and content acceptable to the City.

Exhibit "C"

MAP OF PARRAMORE AND HOLDEN HEIGHTS KIDZ ZONES

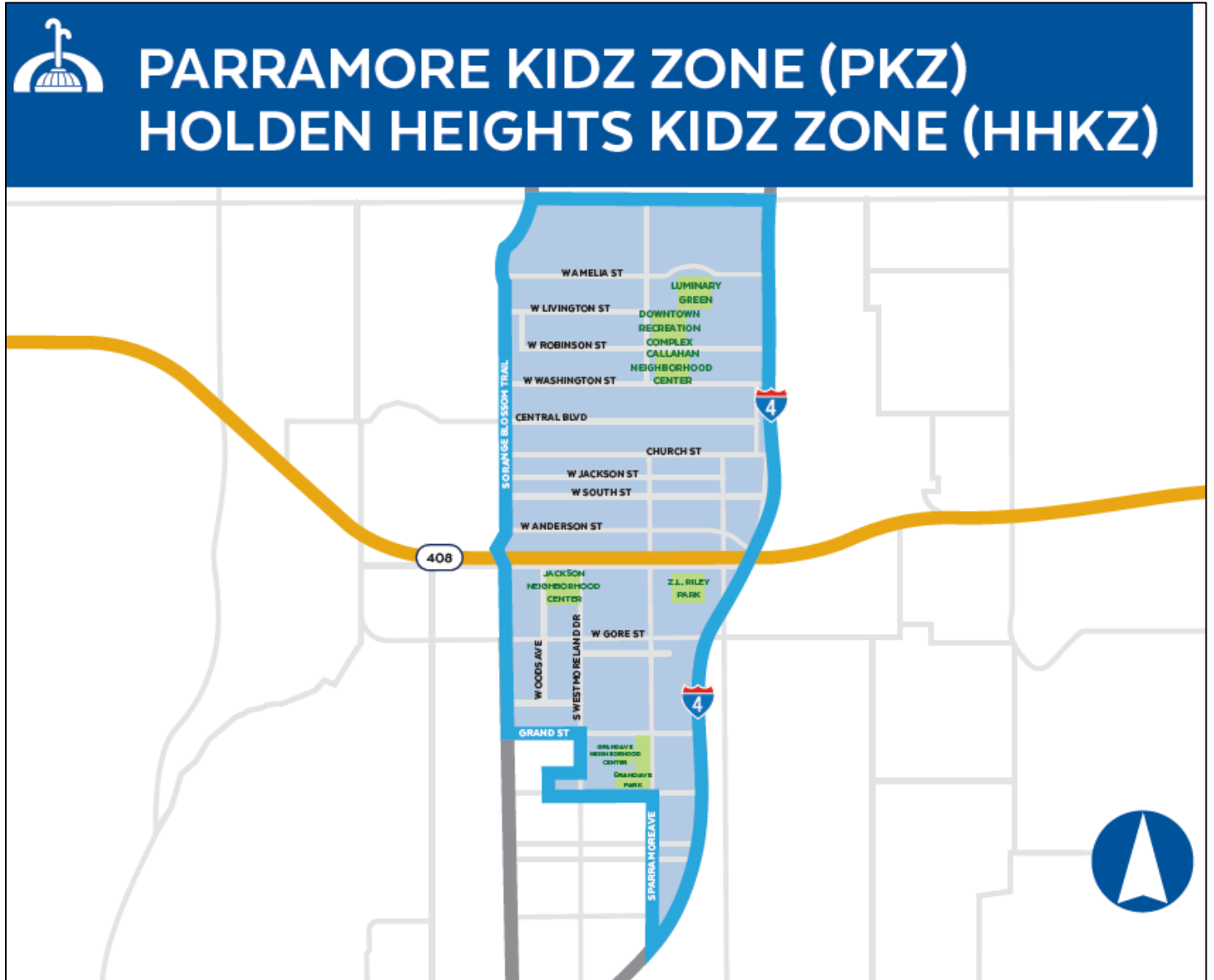


Exhibit “D”

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: _____